NORTH CENTRAL REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

January 4, 2013
9:00 AM- 1:00 PM
Jim West Regional Transit Center
Board Room

CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE
2. MOMENT OF SILENCE
3. ROLL CALL
4. INTRODUCTIONS
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – December 7, 2012
7. PUBLIC COMMENTS

PRESENTATION ITEMS: None

ACTION ITEMS FOR APPROVAL/ DISCUSSION:

A. **Presentation and Acceptance of the FY 2012 Comprehensive Annual Financial Report:**
Sponsor: Anthony J. Mortillaro, Executive Director and Glenda Aragon, Finance Manager. *Attachment*

B. **Review and Adoption of Resolution No. 2013-01 Disposal and Auction of Miscellaneous District Property:**
Sponsor: Anthony J. Mortillaro, Executive Director and Glenda Aragon, Finance Manager. *Attachment*

C. **Review and Adoption of Resolution No. 2013-02, Las Trampas Route Service Modification**
Sponsor: Anthony J. Mortillaro, NCRTD Executive Director and Mike Kelly, Transit Operations and Maintenance Manager. *Attachment*

D. **Discussion and Possible Ratification of the Collective Bargaining Agreeement Between the NCRTD and Teamsters Local No. 492:**
Sponsor: Anthony J. Mortillaro, NCRTD Executive Director. *Attachment*

E. **Discussion and Possible adoption of NCRTD System Performance Measurers:**

Sponsor: Anthony J. Mortillaro, NCRTD Executive Director and Mike Kelly, Transit Operations and Facilities Manager. *Attachment*

DISCUSSION ITEMS:

F. **Financial Report for July 2012:**
Sponsor: Anthony J. Mortillaro, NCRTD Executive Director and Glenda Aragon, Finance Manager. *Attachment*

G. **Finance Subcommittee Report:**
Sponsor: Chair Tim Vigil and Anthony J. Mortillaro, NCRTD Executive Director. *No Attachment next meeting January 25, 2013.*

H. **Tribal Subcommittee Report:**
Sponsor: Chair Mary Lou Valerio and Anthony J. Mortillaro, NCRTD Executive Director. *No report next meeting March 14, 2013.*

I. **Executive Report for July 2012 and Comments from the Executive Director:**
Sponsor: Anthony J. Mortillaro, NCRTD Executive Director. *Attachment*

J. **Ridership Report for November 2012;**
Sponsor: Anthony J. Mortillaro, NCRTD Executive Director. *Attachment*

K. **CLOSED SESSION;**

Closed session of the meeting pursuant to NMSA 1978, Section 10-15-1 (H) (5) regarding "collective bargaining" for discussion of bargaining strategy preliminary to collective bargaining negotiations.

L. **Reconvene in Open Session: Possible action item from closed session.**

MATTERS FROM THE CHAIR

MATTERS FROM THE BOARD

MISCELLANEOUS

ADJOURN

NEXT BOARD MEETING: **February 1, 2013 at 9:00 a.m.**

If you are an individual with a disability who is in need of a reader, amplifier, qualified Sign Language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing of the meeting, please contact the NCRTD Executive Assistant at 505-629-4702 at least one week prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.

North Central Regional Transit District
Board Meeting
Friday, December 7, 2012

CALL TO ORDER:

A regular meeting of the North Central Regional Transit District Board was called to order on the above date by Commissioner Daniel Barrone, Chair, at 9:10 a.m. at the Jim West Transit Center, 1327 Riverside Drive, Española, New Mexico.

1. **Pledge of Allegiance**
2. **Moment of Silence**
3. **Roll Call**

Roll call indicated the presence of a quorum as follows:

Members Present:	**Elected Members**	**Alternate Designees**
Los Alamos County	*Councilor Geoff Rodgers*	
Rio Arriba County		*Mr. Tomás Campos* [later]
Taos County	*Commissioner Daniel Barrone*	
Santa Fé County	*Commissioner Kathy Holian*	
Pojoaque Pueblo		*Mr. Tim Vigil*
Ohkay Owingeh		
San Ildefonso Pueblo		
Santa Clara Pueblo		*Ms. Mary Lou Valerio*
Tesuque Pueblo	*Gov. Charles Dorame* [later]	
City of Santa Fé		*Mr. Jon Bulthuis*

City of Española		
Town of Edgewood	*Councilor Chuck Ring*	
Rio Metro (ex officio)		

Staff Members Present
Mr. Anthony J. Mortillaro, Executive Director
Ms. Barbara Mascareñas, Executive Assistant
Mr. Mike Kelly, Transit Operations Manager
Ms. Glenda Aragon, Financial Manager
Mr. Jim Nagle, Public Information Officer

Others Present
Mr. Mark Basham, Legal Counsel
Mr. Erick Aune, Santa Fé County
Mr. Carl Boaz, Stenographer

4. INTRODUCTIONS

Those present introduced themselves to the body.

5. APPROVAL OF AGENDA

Commissioner Holian moved to approve the Agenda as presented. Mr. Vigil seconded the motion and it passed by unanimous voice vote. Mr. Campos and Governor Dorame were not present for the vote.

6. APPROVAL OF MINUTES

- **Minutes of Regular Meeting on November 2, 2012**

Commissioner Holian moved to approve the minutes of November 2, 2012 as presented. Councilor Ring seconded the motion and it passed by unanimous voice vote. Mr. Campos and Governor Dorame were not present for the vote.

7. PUBLIC COMMENTS

There were no public comments.

PRESENTATIONS

Mr. Mortillaro formally introduced Ms. Glenda Aragon and asked her to share her background and experience which she did. She was originally from Taos; had 13 years' experience in accounting and worked for Taos County Convention and Visitors' Bureau, a couple of nonprofits in Albuquerque and a couple of CPA firms. This would give her the chance to move back to Taos.

Councilor Ring noted that today is Pearl Harbor Day and we are losing World War Two veterans at a rapid rate.

ACTION ITEMS FOR APPROVAL/DISCUSSION

A. Discussion regarding authorization for Executive Director to enter into a Legal Services Contract

Mr. Mortillaro said since 2007 the District has had contracted legal counsel with Basham and Basham. It was a one year contract, renewable for five years and will expire on December 31, 2012. As a result, staff went out to seek proposals with publication of a legal notice throughout the district and mailed announcements to law firms in the area. Out of that effort, Basham and Basham was the only firm who submitted a proposal. A review committee was ready to review but since they had only one proposal it was not necessary to meet.

Because the total contract amount over four years would exceed his ability to approve it required Board authorization for him to sign it. The proposed term is two years plus two one-year extensions.

The proposed price is up slightly. The first contract was $150 per hour since 2007 and the proposed rate is $165 per hour. However, the paralegal cost decreased by $15 per hour.

Governor Dorame arrived at this time.

Councilor Ring asked how much percentage of the work the paralegal did.

Mr. Basham said it was about 15% of the work.

Mr. Bulthuis moved to authorize the Executive Director to sign the contract as proposed with Basham and Basham. Commissioner Holian seconded the motion and it passed by unanimous roll call vote with City of Edgewood, Los Alamos County, Pojoaque Pueblo, Santa Clara Pueblo, City of Santa Fé, Santa Fé County, Taos County and Tesuque Pueblo voting in favor, none voting against. Rio Arriba County was not present for the vote.

Mr. Campos arrived just after the vote.

B. Review and Adoption of Resolution No. 2012-26 establishing the NCRTD's 2013 Legislative

Agenda

Mr. Mortillaro clarified that the District uses Mr. Scott Scanlan for legislative affairs. He works for the NCRTD on a year-round basis to keep the political pulse for the District. He asked Mr. Scanlan for alegislatively update and particularly about state priorities for the upcoming 60 day session.

Mr. Scanlan said at Mr. Mortillaro's direction just after last legislature session he and Mr. Mortillaro set out to touch base with every legislator in the four-county area. They met with them to re-acquaint them with the work of the District from the past and to create new relationships. So they drove throughout the area and met with all the members. They only one they delayed was the contested race and took care that one last Saturday. All were positive meetings. Mostly the feedback was very positive with only a couple of questions. He shared the route schedule for each county so every member was comfortable with it. They all knew about the District and appreciated getting more information.

They also went through three items on the agenda for the Board's consideration. The good news is LFC has been meeting this week and on Monday came out with newest revised estimates for capital outlay. Press report estimates are all over the page from $283 million to $500 million. Some included mandatory Native American projects. But they would have about $200-$250 million for capital outlay.

Two projects he was promoting were the back parking lot paving that fits into the small project category. The second is replacement of buses at a bigger price tag and the feds would match what is generated locally. The delegation members all gave the District approval for making the full requests. So he was now writing up the forms and getting signatures.

Regarding substantive legislation - a bill passed 5 years ago on the way you receive your money. Right now GRT goes to County and then to District. A bill passed several years ago overwhelmingly but was pocket vetoed by then Governor Richardson. So we are trying it again this year to remove the county pass through. We are pitching it as easing the bureaucracy. Mr. Mortillaro and I went to Tax Interim Committee two weeks ago and Rep Jim Trujillo/ Santa Fé and Sen. Carlos Cisneros-Taos - will carry the bill. That's it for the agenda.

The Session begins on January 15 at noon and will be a 60 day session. One-third of legislature is brand new - close to 30 new members. So the first part of the session will be just introducing to each other after a nasty campaign season. The Bill Cutoff Date is February 14. So by then we will know what is out there that might affect the District. He will report back at that time. And then after the session a post mortem that he hoped would be positive. The Governor then had 30 days to sign or veto bills. So the absolute finish would be about April 15. The Senate will caucus this weekend and the House next weekend.

Mr. Mortillaro touched on the federal agenda from page 34 of the packet. It was very similar to the state. The District wanted to ensure funding through MAP 21 at least level or with an increase.

Staff worked with the congressional representatives and will make one visit to Washington DC to meet with them and attend the National Transportation Conference. That will be in March and most of that was for protecting resources for public transportation. This sets our direction in terms of those issues that might

come up during the session and how we would respond if they do.

Commissioner Holian moved to approve Resolution 2012-26. Councilor Ring seconded the motion.

Mr. Bulthuis said in the last bullet under federal they should add to the partnership after American Transportation Association, the New Mexico Passenger Association. Mr. Mortillaro is a member and the Association would like to partner with the District for legislation. Mr. Mortillaro agreed to it.

Commissioner Holian and Councilor Ring agreed to the amendment as friendly and the motion passed by unanimous roll call vote with City of Edgewood, Los Alamos County, Pueblo of Pojoaque, Rio Arriba County, Pueblo of Santa Clara, City of Santa Fé, Santa Fé County, Taos County and Pueblo of Tesuque voting in favor and none against.

C. Review and Adoption of Resolution No. 2012-27 Open Meetings Act for 2013

Ms. Mascareñas referred to the resolution in the packet which showed the meeting dates selected and the policy covering all board meetings and on page 37 the schedule for 2013. July 12 was moved from July 5th because of the holiday.

Councilor Rodgers moved to adopt Resolution 2012-27, Commissioner Holian seconded the motion which passed by unanimous roll call vote with City of Edgewood, Los Alamos County, Pueblo of Pojoaque, Rio Arriba County, Santa Clara Pueblo, City of Santa Fé, Santa Fé County, Taos County, and Tesuque Pueblo voting in favor and none against.

D. Review and Adoption of Resolution No. 2012-28 Adopting Inventory/Fixed Asset Policy

Mr. Mortillaro said Ms. Aragon put together the document and took it to the Finance Subcommittee.

Ms. Aragon said she established this policy for accounting of fixed assets. The District was following regulations and standards but those were not formally adopted. So she then pulled the policy from other entities and followed state and federal guidelines.

She added that Councilor Rodgers offered some help on page 44 regarding lost or stolen property for the agency. It indicates in excess of $300 but they could contact police for less value if desired.

The policy covered appreciation including rolling stock and had a sensitivity list.

Mr. Mortillaro clarified that they were going to go from using Excel to the MIP software that had an asset module.

Mr. Basham said the policy was legal and proper.

Mr. Vigil thanked the members of the subcommittee and Ms. Aragon did a great presentation to them.

Councilor Rodgers moved to adopt Resolution 2012-28 Commissioner Holian seconded the motion which passed by unanimous roll call vote with City of Edgewood, Los Alamos County, Pueblo of Pojoaque, Rio Arriba County, Santa Clara Pueblo, City of Santa Fé, Santa Fé County, Taos County, and Tesuque Pueblo voting in favor and none against.

E. Review and Adoption of Resolution No. 2012-29 Creating General Policy and Priorities for Use of the Jim West Regional Transit Center

Mr. Mortillaro said this resolution outlined a general set of priorities for use of this facility. As a very nice facility and as a corporate citizen of Española he wanted to make it available for other public entities. Mr. Kelly prepared this policy.

Mr. Kelly said the RTD use would be the main priority, then member agencies for meetings, other public service entities, Tribal agencies, and state agencies. Any special events deemed to be as incidental use would be approved by Mr. Mortillaro. They would want to recoup operating costs for staff, utilities and security when not during normal business hours and wanted to limit use of the facility rather than be wide open to any entity that wanted to use it. If approved, they would prepare the procedures. The policy excluded campaign purposes.

Councilor Ring offered a typo correction under C from maybe to may be.

Commissioner Holian asked if allowing a member entity use would have any impact on our insurance.

Mr. Kelly said the District had a healthy umbrella that covered them quite well.

Mr. Basham wanted to see the insurance policy and said he felt that was a legitimate question.

Chair Barrone wondered if this facility would be able to be used as EVAC in case of disaster.

Mr. Kelly said he looked into that. Obviously the RTD would still need to operate so the size of the need would have to be assessed.

Chair Barrone mentioned the Los Alamos fire and commented on present forest conditions.

Ms. Valério asked how the fees would be calculated.

Mr. Mortillaro explained that the only times fees would be charged would be for an evening event where they needed to have staff available for closing and clean up. It would just be for the staff time costs but no mark up for overhead. That would be in the procedures to be developed.

Mr. Kelly added that AV equipment set up might be an added cost.

Mr. Vigil asked if unused areas could be blocked off.

Mr. Kelly agreed. In the building design doors could be locked so the front lobby, the board room and restrooms could be separated from all other parts of the building for evening or after hours use.

Councilor Rodgers moved to table the Resolution pending resolution of the insurance questions. Commissioner Holian seconded the motion which passed by unanimous roll call vote with City of Edgewood, Los Alamos County, Pueblo of Pojoaque, Rio Arriba County, Santa Clara Pueblo, City of Santa Fé, Santa Fé County, Taos County, and Tesuque Pueblo voting in favor and none against.

The Board took a brief break at 10:00 and reconvened at 10:10 a.m.

DISCUSSION ITEMS:

A. Financial Report for November 2012

Ms. Aragon presented the Financial Report as of November 30, 2012 for 5 months of activity or 42% of the year. November's list didn't reflect all expenses but they would continue to process invoices.

She referred to the financial information contained in the packet and pointed out they were up about 4.9% on cash flows and explained the lag in receiving GRT monies.

Ms. Aragon said they sent a letter to FTA regarding the audit findings and they have not yet responded. DOT was doing an audit presently and it was about 90% complete. Field work for the compliance audit has been done and the auditors have forwarded their report to the State Auditor on time.

Once they received the report back she would present it to the Board, probably in January.

At bottom of the page I she indicated the reports were from an unaudited financial statement so this was for purposes of review and reference. Once she applied the journal entries from the auditor's findings some of it might roll over into the 2013 financials. She wanted to work more on the general ledger to make sure they were all reconciled, true and accurate.

Chair Barrone applauded staff on fuel use. It was a big accomplishment to keep within budget.

B. Finance Subcommittee Report

Mr. Vigil reported the meeting was November 27. The FY 2012 audit report was presented by Hinkle and Landers. The discussed petty cash, travel polices and heard from the property disposal committee.

Mr. Mortillaro said their report in January would be on performance measures. Staff had developed metrics on how well RTD was doing in a variety of categories and included benchmarks where they could.

They were now at a document that hopefully could provide reports on performance.

Everything that went through the Finance Subcommittee has come to the Board. Paring down the membership of the Finance Subcommittee has worked very well and makes for good working process at meetings. He thanked them for their diligence.

C. Tribal Subcommittee Report

Ms. Valério said there was nothing to report since they had not met. Their next meeting would be schedule for next week but might cancel for lack of business to consider. They would meet next in March.

D. Executive Report for December 2012 and Comments from the Executive Director

Mr. Mortillaro announced the Property Disposal Committee would meet right after this meeting. The members are Mr. Campos, Councilor Rodgers and Mr. Bulthuis.

He reminded everyone that he needed their signed intergovernmental contracts back. They are for two changes: the added vote for Española and the addition of Edgewood. Hopefully they could break the record of 6 months for completing signatures this time. Mr. Campos handed the Rio Arriba signed contract to Mr. Mortillaro.

Mr. Mortillaro said they were looking at a NM599 route and would meet with Santa Fé County to see if it could be restructured to access needed areas without a cost increase. He would bring the outcome to the Board.

He met with Taos County Commissioner Sanchez and Chairman Dan Barrone and they were inquring about a stop at San Cristobal on the Questa to Taos route. They needed to determine if they had sufficient ROW for a safe stop. DOT thought they did. He would continue the review of Las Trampas route with recommendations in January to the Board. He would finish the follow up with the Rio Arriba County Commission on the Velarde-Alcalde route.

MATTERS FROM THE CHAIR

Chair Barrone wished everyone a happy holiday and hopefully after the New Year hope they would see everyone still appointed to the Board. He applauded Mr. Mortillaro and staff for working forward.

MATTERS FROM THE BOARD

There were no matters from the Board.

MISCELLANEOUS

There were no miscellaneous items.

ADJOURN - Next Board Meeting - January 4, 2013 at 9:00 a.m.

Councilor Ring moved to adjourn the meeting. Chair Barrone seconded the motion and it passed by unanimous voice vote.

The meeting was adjourned at 10:30 a.m.

Approved by:

_____
Daniel R. Barrone, Chair

Attest:

_____
Geoffrey Rodgers, Secretary

Submitted by:

_____
Carl Boaz, Stenographer

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: January 4, 2013

Agenda Item - A

Title: Presentation and Acceptance of the FY2012 Audit

Prepared By: Glenda Aragon, Finance Manager

Summary: The board is required to accept the final audit in an open meeting.

Background: The NCRTD has been working on the FY2012 audit which was submitted on time and as required by the Office of the State Auditor on December 2, 2012.

Recommended Action: It is recommended that the board accept this Final FY2012 audit.

Options/Alternatives: Motion that the Board of Directors accept's the Comprehensive Annual Financial Report for the fiscal year ended June 30, 2012.

Fiscal Impact: None

Attachments: The audit will be sent to Board Members under a separate email as soon as the State Auditor's Office approves our request to waive the 5 day waiting period.

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: January 4, 2013

Agenda Item- B

Title: Resolution No. 2013-01 Disposal and Auction of Miscellaneous District Property

Prepared By: Gus Martinez, Fleet Manager & Glenda Aragon, Finance Manager

Summary: The proposed resolution authorizes the disposal and web auction via Publicsurplus.com of certain NCRTD miscellaneous property.

Background: The NCRTD Property Disposal Committee (Los Alamos County Vice-Chair Geoff Rodgers, Santa Fe City Official Designee Jon Bulthuis and Rio Arriba County Official Designee Thomas Campos) met on December 7, 2012 to inspect the recommended disposal of certain miscellaneous District Property in which it was determined to be obsolete and has met its useful life. The attached list "Miscellaneous Inventory/Non Inventory items for Disposal" describes all items approved by the committee and categorized by lot number to sell on Publicsurplus.com.

Recommended Action: It is recommended that the Board adopt Resolution No. 2013 - 01. The list of items were reviewed and recommended by the NCRTD Property Disposal Committee.

Options/Alternatives:

- No action taken and property will deteriorate and continue to depreciate and lose value.
- Adoption of the resolution, (recommended).

Fiscal Impact: The auction will result in revenues for the District.

Attachments:
Resolution 2013 - 01
Miscellaneous Inventory/Non Inventory Items for Disposal

North Central Regional Transit District (NCRTD)
Resolution 2013 - 01

APPROVAL TO DISPOSE AND AUCTION CERTAIN NCRTD MISCELLANEOUS ITEMS

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Section 73-25-1 et seq.); and

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation on the 14th day of September 2004; and

WHEREAS, the NCRTD is entering its 5th year of providing public transit services in North Central New Mexico and, from time to time, has property that is worn-out, unusable or obsolete to the extent that the item or items are no longer economical or safe for continued use by the NCRTD; and

WHEREAS, the NCRTD Property Disposal Committee met on December 7, 2012 to inspect the recommended disposal of certain miscellaneous District Property in which it was determined to be obsolete and has met its useful life. The attached list "Miscellaneous Inventory/Non Inventory Items for Disposal" describes all items approved by the committee and categorized by lot number to sell on Publicsurplus.com

NOW, THEREFORE BE IT RESOLVED THAT the North Central Regional Transit District Board adopts the disposal and auction of all reviewed and recommended miscellaneous items (attachment Miscellaneous Inventory/Non Inventory items for Disposal), by the NCRTD Property Disposal Committee on December 7, 2012.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 4th DAY OF January, 2013.

_____
Daniel Barrone, Chairman

Approved as to form:

_____
Peter Dwyer, Counsel

Miscellaneous Inventory/Non Inventory Items for Disposal

Quantity	Color	Description	Bar Code (if available)	D=Disposal A=Auction	Lot Number (Used for Auction)
11	BLACK	LEATHER SWIVEL CHAIRS	00207	A	LOT 1
	BLACK	LEATHER SWIVEL CHAIRS	00112	A	LOT 1
	BLACK	LEATHER SWIVEL CHAIRS	00114	A	LOT 1
4	GREY	CLOTH SWIVEL CHAIRS		A	LOT 2
4	MAROON	CLOTH SWIVEL CHAIR	00073	A	LOT 2
	MAROON	CLOTH SWIVEL CHAIR	00136	A	LOT 2
1	BROWN	CLOTH SWIVEL CHAIR	00166	A	LOT 2
1	MAUVE	CLOTH CHAIR	00232	A	LOT 2
1	MAROON	LEATHER SWIVEL CHAIR		A	LOT 2
2	BEIGE	4 DRAWER FILE CABINET METAL	00108	A	LOT 3
1	BLACK	2 DRAWER FILE CABINET METAL	00152	A	LOT 3
1	BEIGE	5 TOP OPENING DRAWER FILE CABINET		A	LOT 3
1	BLACK	MAIL BOX FILE METAL	00101	A	LOT 3
1	BLACK	2 DOOR STORAGE CABINET METAL	00102	A	LOT 3
1	BROWN	WOOD 2 SHELF BOOKCASE	00180	A	LOT 4
1	BLACK	WOOD 2 SHELF BOOKCASE	00142	A	LOT 4
1	BLACK	TALL BOOKCASE WOOD	00143	A	LOT 4
1	BROWN	TALL 5 SHELF BOOKCASE WOOD		A	LOT 4
1	TAN	WOOD DESK WITH 3 DOORS WITH KEY BRD	00135	A	LOT 4
1	BROWN	WOOD PRINTER DESK	00055	A	LOT 5
1	BROWN	WOOD DESK WITH DOOR ON LEFT AND 2	GUS	A	LOT 5
		DRAWERS ON RIGHT			LOT 5
1	CHERRY WOOD	WOOD DESK 4 DRAWERS EACH SIDE		A	LOT 5
1	LIGHT BROWN	WOOD DESK WITH UPPER STORAGEW/LEAF		A	LOT 5
1	BROWN	MAIL BOX FILE WOOD		A	LOT 5
1	CHERRY WOOD	WOOD DESK WITH 3 DRAWERS ON EACH	00177	A	LOT 5
		SIDE/MIDDLE DRAWER BRASS HANDLES			LOT 5
1	CHERRY WOOD	TWO DRAWER STORAGE CABINET	00057	A	LOT 5
3	BLACK	MOTOROLA STAR TAC CELL PHONE		A	LOT 6
13	BLACK	HP NAVIGATION SYSTEM		A	LOT 6
7	BLACK	QWEST PHONES		A	LOT 6
4	BLACK	BROTHER DRUM UNITS DR310CL		A	LOT 7
1	BLACK	GATEWAY TOWER	00126	A	LOT 7
1	BLACK	DELL MONITOR		A	LOT 7
1	BEIGE	DELL MONITOR		A	LOT 7
1	BLACK	PAPER SHREDDER PRIVACY GUARD		A	LOT 7
2	BLACK	HP OFFICE JET PRINTER 6500A PLUS		A	LOT 7

Miscellaneous Inventory/Non Inventory Items for Disposal

Quantity	Color	Description	Bar Code (if available)	D=Disposal A=Auction	Lot Number (Used for Auction)
1	BLACK	HP DESK JET D1660 PRINTER		A	LOT 7
1	WHITE	HP PRINTER	00054	A	LOT 7
1	BLACK	DELL FLAT SCREEN MONITOR		A	LOT 7
1	GRAY	BROTHER TYPEWRITER		A	LOT 7
1	WHITE	PRINTER KYOCERA/3 TONERS		A	LOT 7
1	BLACK	TOSHIBA COPIER, SCANNER,FAX,PRINTER A6274		A	LOT 8
		SUPER 6-3 E-STUDIO 167		A	LOT 8
1	WHITE	BROTHER PRINTER HL-2270DW	0051	A	
SEVERAL		KEYBOARDS/PHONES/MOUSES/CORDS ETC.		A	LOT 9
1	PLASTIC	CARRING CASE		A	LOT 10
1	CLOTH	SAMSONITE		A	
1	LEATHER	LAPTOP CARRING CASE		A	
1	NYLON	CARRING CASE		A	
4	BLACK	KEY BOARD TRAYS UNDER MOUNT		A	LOT 11
2	METAL/WOOD	DRY ERASE BOARDS		A	LOT 12
8	GRAY	19" STEEL BUD-TYPE WHEELS		A	LOT 13

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: January 4, 2013

Agenda Item - C

Title: Resolution No. 2013-02 Las Trampas Route Service Modification to a Sustainable Level

Prepared By: Mike Kelly, Transit Operations and Maintenance Manager

Summary:

The proposed resolution modifies the service of the Las Trampas Route to a sustainable level. It acknowledges the Las Trampas Route low ridership, the needs of the communities the route serves and the potential economic and operational impact on the District.

Background:

At the October 3, 2012 Board meeting the Service Development Manager presented an annual route assessment discussion. Among the items discussed was the low ridership on the Las Trampas Route and its annual operational cost of $148,669.00 Staff was then directed to hold a public meeting within the route's community in order to obtain community input regarding the potential of discontinuing the service.

On October 17, 2012, a meeting was held in Peñasco at the community center. Six people attended expressing concerns of losing the service. They requested another meeting be held at Ojo Sarco that would be beneficial, being that they were from that area and there may be a better turn out of transit riders. Staff set a second meeting and it was held on October 30, 2012 at Ojo Sarco. Four people attended as supporters of public transit. Concerns were expressed that even

though they themselves do not ride or would not ride the bus, they felt that transit was important to their community. They proposed the District adjust the time to pick up in the area earlier in the mornings to be commuter friendly. They suggested that the District possibly try this as a test run. Also, they asked; if the District was to reduce the route runs, to not cut it entirely, but operate 1 morning run and 1 afternoon run.

During the meeting Staff indicated to those present that before any changes could be made to the existing route structure, we would first have to evaluate and consider the impacts of proposed changes on connecting routes before making any final decisions.

This information was shared with the Board at the November 2, 2012 meeting. The Board asked staff to consider these comments, evaluate any possible changes, any economic savings/ impacts and make recommendations at the January Board meeting.

Assessment:

The Las Trampas Route starts at Chimayo, runs to Las Trampas via Cordova, Truchas and Ojo Sarco, turns around and runs in reverses order back to Chimayo to complete a round. The route runs 3 rounds in the morning from 8:30 a.m. to 11:30 a.m. and 2 times again in the afternoon from 3:30 p.m. to 5:30 p.m. for a total of 5 rounds. At Chimayo, the riders connect with the Chimayo Route to travel on to Espanola. The times at which riders ride the bus are varied with no patterns of utilization of specific runs.

The current ridership has remained low for the last 2 years averaging 2,106 trips per year. This equates to approximately $70.00 per (rider) trip, 330% over the District's average overall cost per trip of $20.70 for FY'13. In order to develop the Las Trampas Route to a level of sustainability, ridership would have to double at the very least to $35.00 per (rider) trip. Considering all of the above, staff discussed 3 possible options:

Option 1: Discontinue the Las Trampas service:

This option is the most drastic which could recoup the greatest amount of economic resources for potential reallocation: $148,669.00. However, this will have a negative impact on the Las Trampas route riders and the 4 communities who currently depend upon this service.
This would also have an immediate negative impact on the Chimayo Route as approximately 35% of its (rider) trips are generated via the Las Trampas link. As a result, Chimayo ridership numbers would also be reduced by 35%. Ridership for FY'12, Chimayo was 5,873 and Las Trampas was 2,052.

Option 2: Add Early Morning/Later Evening Commuter and 1 Midday Run:

This option *may* increase ridership. It is doubtful, due to the fact there were no active or potential commuter riders at either meeting. Both meetings were sufficiently advertised by the District. The second meeting in Ojo Sarco was also promoted within the community by the non-rider attendees who said they had delivered mailbox flyers.

This option will not provide any economic savings as the total amount of run times will be about the same as the current service. However, this will impact the operation's schedules as the run times will start about 1 1/2 hour earlier and end 1 1/2 hour later.

This option will have an impact on the Chimayo Route as current Las Trampas runs link riders each round. This would require District operations to:

1. Change the run times of the Chimayo route, dropping some of its midday runs in order to match up with the adjusted Las Trampas schedule; or
2. Structure Las Trampas' early/late commuter portion to run to and from Espanola independently with offset times from the Chimayo route. This may also significantly reduce ridership on the Chimayo run.

Option 3: Reduce Service: 1 AM Run – 1 PM Run:

This option reduces the 5 runs per day down to 2. This does not completely discontinue service yet it retains a basic service to the communities. This option has an operational cost of $59,469.00 and offers savings of approximately $89,200.00 back to the District for possible reallocation. This option should have minimal impact on the Chimayo Route ridership.

The riders of Las Trampas, even though having the service level reduced, would still have available, reliable, more sustainable service.

Recommended Action: It is recommended that the board consider Option 3.

Options/Alternatives:

- Consider Option 1: Discontinue the route, gain larger sum for reallocation, but isolate transit dependent riders of 4 small communities, while negatively impacting the ridership of another District route. (not recommended)

- Consider Option 2: Restructure route to include morning and afternoon commuter service. This would not find any financial savings with continued high costs for the District and may not grow any new ridership while losing some existing; also will negatively impacting the ridership of another District route. (not recommended)

- Consider no action: Route continues as is with high ridership cost, and no financial saving for the District. (not recommended)

- Consider Option 3: Maintain a reasonable level of service for the existing ridership while attempts to minimize per rider cost and recoup $89,200.00 to the District's budget for possible reallocation. (recommended)

Fiscal Impact: Depending upon the option selected by the Board costs could increase, however, the District did not budget for any additional expenditure related to routes enhancements. It is also possible that Budget savings of $89,200 could be achieved with a reduction of service level on this route, which could possibly be reallocated towards other route enhancements which as of this date have not been determined.

Attachments:

Resolution 2013 - 02

Revised Las Trampas Schedule

North Central Regional Transit District (NCRTD)

Resolution 2013-02

ADOPTION OF LAS TRAMPAS ROUTE MODIFICATION OF SERVICE TOWARDS SUSTAINABLILITY

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, the Board has the authority to make and pass resolutions necessary for the execution of the powers vested in the District; and

WHEREAS, the Board recognizes the frequent level of service and the low ridership on the Las Trampas Route has been evaluated by the District Staff; and

WHEREAS, the District has determined that a modification to the level of frequency is necessary to in order to make the Las Trampas Route sustainable; and

WHEREAS, the Board supports the transit needs of the communities of the Las Trampas Route and the responsibility of the District to provide public transportation in a fiscally responsible manner; and

WHEREAS, the Board directs the District Staff to modify service levels as described in the Board report and listed as option 3, to the Las Trampas Route that will provide basic transportation needs of its riders in a fiscally sound manner; and

WHEREAS, the District will communicate to the Las Trampas Route communities said modifications to service; and

WHEREAS, the District Staff will notify the Board any fiscal savings as a result of modifications to service, and research and make any recommendations to the Board for the reallocations and use of said savings in the future;

NOW THEREFORE BE IT RESOLVED THAT the North Central Regional Transit District Board Adopt the Las Trampas Route Modification of Service towards Sustainability as follows:, Reduce Service to one (1) AM Run and one (1) PM Run therefore reducing existing service from five (5) runs per day to two (2) runs per day.

PASSED, APPROVED AND ADOPTED BY THE GOVERNING BOARD OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 4TH DAY OF JANUARY, 2013.

_____

Daniel Barrone, Chair

Approved as to form:

_____

Peter Dwyer, Counsel

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: January 4, 2013

Agenda Item - D

Title: Discussion and Possible Ratification of Collective Bargaining Agreement between the NCRTD and Teamsters Local No. 492

Prepared By: Anthony J. Mortillaro, Executive Director

Summary: The Union and the District commenced negotiations in July and concluded with a tentative contract that is presented for the Board's review and action. A total of 16 collective bargaining sessions lasting for numerous hours were held.

Major outcomes of the negotiations are as follows:

1. Contract period of 18 months starting January 4, 2013 through June 30, 2014;
2. Evergreen provision which provides for the existing contract to continue until one party notifies the other of its intent to reopen the agreement;
3. No Annual re-openers (zipper clause);
4. Appropriations clause;
3. Employees who choose to not be members of the Union will be required to pay "fair share";
4. Vacation, routes, bid shift, layoffs, and recall are all based upon seniority;
5. Grievance language and procedures with binding arbitration;
6. Relinquishment of Personal Holiday in exchange for adding Christmas Eve as a Holiday.
7. Vacation Leave annual accrual rates remain the same, with the exception of adding an additional bracket after 10 years of service. This additional bracket is for employees who have reached 25 years of service and would then be eligible for 5 weeks of vacation.
8. Sick Leave incentive program. The sick leave accrual rate and maximum accrual remains the same. However, employees will be allowed to either sell back or bank unused sick leave hours by the last pay period in February. Sick leave that is sold back is paid based upon the following chart regarding annual sick leave usage:

Number of Sick Leave Hours Used Annually	Percentage payment rate for cash out
24 Hours or Less	100%
25 Hours to 40 Hours	75%
41 Hours to 48 Hours	50%
49 Hours or More	25%

Once unused sick leave is banked it is not available for sell back and can only be used for catastrophic illness such as those defined under the Family Medical Leave Act (FMLA) or for

the waiting periods associated for short term or long term disability. Prior to using catastrophic sick leave, employees are required to use all casual sick leaves (sick leave earned during the current year).

Catastrophic sick leave does not vest and therefore is not paid out when an employee leaves the District.

9. Wages are set as follows: 0.75 cents per hour increase to all CDL Drivers/Dispatchers and 2.5% increase for non CDL Drivers/Dispatchers in FY 2013 upon ratification of the agreement. In FY 2014 a 1.5% increase to all wage rates effective July 19, 2013.

2013- Current

Position	Minimum	Maximum
Driver	$25,249(12.14/hr.)	$35,999(17.31/hr.)
Dispatcher	$27,197(13.08/hr.)	$38,776(18.64/hr.)

2013-New

Position	Minimum Hourly	Minimum Annually	Maximum Hourly	Maximum Annually
Driver	$12.44	$25,882	$17.74	$36,905
Driver CDL	$12.89	$26,811	$18.06	$37,565
Dispatcher	$13.41	$27,887	$19.11	$39,740
Dispatcher CDL	$13.83	$28,766	$19.39	$40,331

2014

Position	Minimum Hourly	Minimum Annually	Maximum Hourly	Maximum Annually
Driver	$12.63	$26,271	$18.01	$37,458
Driver CDL	$13.08	$27,213	$18.33	$38,128
Dispatcher	$13.61	$28,305	$19.39	$40,337
Dispatcher CDL	$14.04	$29,198	$19.68	$40,936

10. All other benefit contributions for health and welfare and pension remain unchanged.

Background: On February 27, 2012 the NCRTD received a request from Teamsters Local Union 492 indicating that the District's drivers/dispatchers were seeking representation and requesting voluntary recognition. The District in its response to this letter on March 9, 2012 indicated that the employees and Union should go through the formal process for the formation of a collective bargaining unit. The Public Employee Labor Relations Board (PELRB) conducted

the process for formation of a collective bargaining unit and held an election on May 8, 2012. As a result of the election the required number of votes to form a collective bargaining unit was received and the PELRB certified the formation of a Bargaining Unit. The certification was subsequently approved by the PERLB Board.

Recommended Action: It is recommended that the Board consider ratification of the contract as presented and authorize the Executive Director to sign the agreement.

Options/Alternatives: The Board may consider the following options/alternatives:

1. Take no action and provide further instruction; or
2. Adoption of the recommendation; or
3. Deny approval and give further instruction.

Fiscal Impact: Salary increases are budgeted on an annual basis. The FY 13 adopt budget included a 3% increase for drivers/dispatchers salaries totaling $23,848. The annualized impact of the negotiated raise for FY 13 is 4.36% ($34,130) however, only 50% of this is payable during the remainder of the budget year which is $17,065. The impact of the negotiated raise for FY 14 is 1.5% which equals ($12,268). The overall percentage increase in wages for the 18 month contract period is 5.93% or $46,399. Until a new contract is negotiated at the end of the June 2014 no other fiscal impacts are identified at this time, which would impact the FY 15 draft budget.

Attachment(s):

Collective Bargaining Agreement

LABOR AGREEMENT

BETWEEN

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 492

AND

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

Whole Agreement in Effect

Effective January 4, 2013 through June 30, 2014

Table of Contents

PREAMBLE 5
ARTICLE 1 5
RECOGNITION 5
MANAGEMENT RIGHTS 6
DRUG AND ALCOHOL TESTING 8
ARTICLE 2 8
UNION MEMBERSHIP 8
SECTION 1 - Fair Share 8
SECTION 2 - Notification 9
SECTION 3 - Payment of Union Dues 9
SECTION 4 - Bulletin Boards 9
SECTION 5 - Union Access 9
SECTION 6 -Non-Discrimination and Fair Treatment 10
A. Compliance with Laws 10
B. District/Union Responsibilities 10
C. Remedies 10
ARTICLE 3 10
SUCCESSORS 10
ARTICLE 4 10
SENIORITY 10
SECTION 1 - Seniority List 10
SECTION 2 –Probationary Period 11
SECTION 3 - Loss of Seniority 11
ARTICLE 5 11
FILLING JOB VACANCIES, BIDDING AND TRAINING 11
SECTION 1- Filling Job Vacancies 11
SECTION 2 – Bidding 12
SECTION 3 – Training 12
ARTICLE 6 12

LAYOFF AND RECALL 12
ARTICLE 7 13
GENERAL DISCHARGE OR SUSPENSION 13
Section 1 - Oral /Written Reprimand 13
Section 2 - Dismissal or Suspension Procedures 14
ARTICLE 8 17
GRIEVANCE AND ARBITRATION 17
Section 1 – Grievances 17
Section 2 Steps in the Grievance Procedure 18
Section 3 Manager Level 18
Section 4 Executive Director Level 18
Section 5 Arbitration 19
Section 6 Miscellaneous 20
ARTICLE 9 20
GENERAL PROVISIONS 20
Section 1 - Safety 20
Section 2 - Physical Examinations and Drug Tests 21
Section 3 –Temporary Employees and Supervisors Working 21
ARTICLE 10 21
SHOP STEWARD 21
Section 1 - Notification 21
Section 2 - Investigations 22
ARTICLE 11 22
MILITARY CLAUSE 22
ARTICLE 12 23
HOURS OF SERVICE 23
Section 1 - Workday – Workweek 23
ARTICLE 13 24
HOLIDAYS 24
ARTICLE 14 25
SICK LEAVE 25
ARTICLE 15 27

FUNERAL LEAVE 27
ARTICLE 16 27
JURY DUTY 27
ARTICLE 17 27
INCLEMENT WEATHER LEAVE 28
Section 1 – Full-Day Closing 28
Section 2 - Partial-Day Closing (delayed opening/early closing) 28
ARTICLE 18 28
VACATION 28
Section 1 – Amount 28
Section 2 – Separation 29
Section 3 - Vacation Selection 29
Section 4 - Split Vacations 29
ARTICLE 19 29
HEALTH AND WELFARE 29
ARTICLE 20 29
PENSION 29
ARTICLE 21 30
SAVINGS CLAUSE 30
ARTICLE 22 30
COMPLETE AGREEMENT 30
ARTICLE 23 31
DURATION 31
ARTICLE 24 31
APPROPRIATIONS CLAUSE 31
ARTICLE 25 31
Wage adjustment and Salary Plan 31

PREAMBLE

THIS AGREEMENT is entered into by and between NORTH CENTRAL REGIONAL TRANSIT DISTRICT (hereinafter referred to as the "Employer" or "District") and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 492, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "Union") pursuant to the applicable Public Employee Bargaining Act (PEBA)

ARTICLE 1

RECOGNITION

A. The Employer recognizes the Union as the exclusive bargaining representative for all employees in the classifications herein. The unit includes all non-probationary full time and part time Transit Operators and Driver/Dispatchers employed by the Employer at its New Mexico facilities as certified in PELRB No. 303-12. Excluded are all other employees including managerial, confidential, supervisors, and "limited term", "emergency appointment"," or "rider/driver" employees as defined therein.

B. Work historically performed or afterward assigned to the bargaining unit will remain with the unit. Additions to the workforce, including new classifications will be added provided they are within the job classification of those positions deemed to be included as covered unit positions.

C. The Union and Employer recognize the mission, goals and obligations of the North Central Regional Transit District as a provider of transit services to the citizens of the Counties of Taos, Rio Arriba, Santa Fe and Los Alamos through its employees. The best possible services and programs will be provided consistent with available resources. The Employer and the Union agree to uphold the wellbeing and care of the North Central Regional Transit District's constituents.

D. The Employer and Union recognize that it is in the best interest of the parties, the employees and the public that all dealings between the parties continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and Union, and their respective representatives at all levels, will apply the terms of this Agreement fairly in accord with its intent and meaning, and consistent with the Union's status as exclusive bargaining representative of all employees in the bargaining unit. The parties shall bring to the attention of all employees in the bargaining unit (including new hires) their purpose to conduct themselves in a spirit of responsibility and respect.

E. The purpose of this Agreement is to establish reasonable terms and conditions of employment for employees covered herein and a means of amicable and equitable adjustment of any and all differences or grievances, which may arise under the provisions of this Agreement. All of the parties hereto believe and affirm that this Agreement will ensure the welfare and benefit of the constituents of the North Central Regional Transit District.

MANAGEMENT RIGHTS

It is agreed that, except as expressly modified by the terms of this Agreement, the Employer exclusively retains all customary, usual and exclusive rights, functions, prerogatives and authority connected with or incident to its responsibility to manage the affairs of the District without the need or obligation to bargain further with respect to any such subjects or the effects thereof or the exercise of its discretion and decision making authority.

The exclusive prerogatives, functions and rights of the District include but shall not be limited to the following:

1. Determine the mission, budget, organization and number of employees allocated by position to meet the minimum staffing levels of its operations and departments;

2. Determine qualifications for employment; validate content of examinations; make requests for position audits and reclassifications; and ensure that best practices exist for the recruitment, interviewing and selection of applicants;

3. Direct employees and evaluate their performance based on standards of work established by the Employer;

4. Make assignments, transfer, or retain employees in positions, and make determination of job duties;

5. Provide reasonable rules and regulations governing the conduct of employees;

6. Provide reasonable standards and rules for employees' safety;

7. Determine the location and operation of its facilities;

8. Determine standards for work, hiring, promotion, transfer, assignment and retention of employees in positions;

9. Initiate corrective and/or disciplinary action including, but not limited to, coaching and guidance, written reprimands, suspensions, demotions, alternate forms of discipline, transfers and terminations;

10. Determine scheduling and all other actions necessary to carry out the Employer's functions;

11. Relieve an employee from his/her duties because of lack of funds or other legitimate reason;

12. Maintain efficiency of government operations; determine methods, means, equipment and personnel by which the Employer's operations are to be conducted;

13. In cases of an emergency or declared disaster, take such actions as may be necessary to carry out the missions of the Employer that might not implicitly follow all articles in this Agreement; and

14. Act in furtherance of all other duties and responsibilities set forth in the Constitution, federal laws, state statutes, administrative regulations, and executive orders of the Governor, as well as North Central Regional Transit District Resolutions, and Personnel Rules and Regulations.

This list is not an all-inclusive list of all of the District's rights, functions, prerogatives or authority, but only serves a general guide. The District expressly reserves, and the Union agrees, that the District retains all customary, usual and exclusive rights as set out in in this paragraph of this Agreement, unless expressly set forth to the contrary in this Agreement.

DRUG AND ALCOHOL TESTING

A. CDL Drug and Alcohol Testing

The provisions of the North Central Regional Transit Districts Drug and Alcohol policy as may be amended are hereby incorporated. Unilateral amendment by the District pursuant to changes in federal laws will not be prohibited.

B. Reasonable Suspicion Drug and Alcohol Testing Policy

The provisions of the District's Drug and Alcohol Policy are hereby incorporated. Unilateral amendment by the District pursuant to changes in federal laws will not be prohibited.

ARTICLE 2

UNION MEMBERSHIP

SECTION 1 - Fair Share

A. While the parties acknowledge that it is the right of each bargaining unit employee to either participate and voluntarily pay membership dues to the exclusive representative or opt out of any and all Union activities, it is also acknowledged that bargaining unit employee's wages, benefits and working conditions obtained through this contract have been obtained through the collective bargaining process as permitted by law. It is also acknowledged that both parties expend their own funds to implement this collective bargaining process. NMSA 1978, Section 10-7E-4 (J) expressly recognizes and defines "fair share" for purposes of New Mexico law, and that legislative enactment is accepted by the parties as a legislative assessment of the State of New Mexico that fair share is an appropriate means of promoting labor peace and preventing free riding. "Fair Share" payment shall be based on United States and New Mexico statutes and case law, including but not limited to all expenditures incurred by the labor organization in negotiating the contract applicable to all employees in the appropriate bargaining unit.

B. It shall be a condition of employment that all employees of the District covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall on the thirty first (31st) day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees

covered by this Agreement, hired on or after its effective date, shall on the thirty first (31st) day following the beginning of such employment, become and remain a member in good standing of the Union or make "fair share" payments in accordance with the rule set forth in PEBA Section 4-E.

SECTION 2 - Notification

The District agrees to notify the Union of all new employees hired and all employees leaving on a monthly basis. The Union shall be notified by fax or e-mail of any employees who are laid off or discharged within five (5) working days.

SECTION 3 - Payment of Union Dues

For the convenience of the Union the District agrees to deduct from those employees' wages, dues and initiation fees payable to the Union upon receiving written authorization from employees through an executed authorization card authorizing such deductions, commencing for the month in which the District receives such written authority. If an employee has insufficient earnings for the pay period, no payroll deductions for dues will be made for that employee for that pay period. The District shall forward any and all amounts so deducted to the Union by the end of the month in which said amounts are billed.

The Union shall indemnify, defend, save and hold the District harmless against any and all demands, suits, claims or other forms of liability that shall arise out of, or result from any action taken by the District for the purpose of complying with the provisions of this Section.

SECTION 4 - Bulletin Boards

The Union will provide a bulletin board in each building that conforms to the aesthetic standards of the building(s) for the exclusive use of the Union. All bulletin boards will be installed by District's facility maintenance staff. Postings by the Union on such boards or otherwise disseminated are to be confined to official business of the Union. Such notices shall not include religious, political, derogatory, inflammatory, or discriminatory notices. Nor will such notices be used to criticize the District, and any of the Districts policies, practices or procedures, any District Officials or management staff, or any District employee or Board Members. Violation of this provision will result in the loss of this privilege.

SECTION 5 - Union Access

Authorized representatives of the Union will be given reasonable access to the Employer's establishment for the purpose of investigating and handling grievances after giving appropriate notice to the Executive Director or his designee. The Union and Executive Director or his designee will agree on a mutual time that such activities will not interfere with operational requirements of the District. Any such meeting with bargaining unit members shall be held in non-work areas, including break rooms, and at non-work times. In this connection, the Union agrees to furnish the Employer with the names of authorized representatives for the purpose of this Article and only those persons shall be given access to the Employer's premises upon reasonable notice.

SECTION 6 -Non-Discrimination and Fair Treatment

A. Compliance with Laws

The provisions of this Agreement shall be applied equally to all employees without discrimination as to race, creed, color, religion, national origin, political affiliation, membership in the Union, age, sex, marital status, or sensory, mental, or physical handicap or disability, except where such characteristics are a bona fide occupational qualification. Both the Employer and the Union agree to comply with all state and federal employment laws, including the Public Employees Bargaining Act (PEBA).

B. District/Union Responsibilities

The Union and the District shall share equally in the responsibility for applying this provision of the Agreement.

C. Remedies

Employees who believe they have been the subject of discrimination are encouraged to utilize the District's internal complaint procedures prior to seeking relief through external agencies.

This Section shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

ARTICLE 3

SUCCESSORS

The Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assignees.

ARTICLE 4

SENIORITY

SECTION 1 - Seniority List

The District shall prepare a seniority list of all regular employees covered by this Agreement. The District shall furnish a copy of this list to the Union on an annual basis or upon revision. The seniority list will show each employees date of hire with the District and if applicable, such

employee's seniority within the classification. Classification seniority shall determine layoffs, recalls, work schedules and vacation selection.

Date of hire seniority shall indicate the most recent date of hire as an employee performing covered work in a position falling within the scope of the bargaining unit and shall determine eligibility for new job transfers, vacation accrual and pay progression.

Where two (2) or more employees have the same seniority date for determining job rights, the tie shall be broken with seniority based on the highest number of the last four (4) digits of the social security number (the highest number would be 9999, the lowest 0000). A tie will be settled by the toss of a coin.

SECTION 2 –Probationary Period

Every new or re-employed employee will be a probationary employee for a period of six (6) calendar months from the date of hire, or re-employment and the continued employment of such probationary employee shall be at the exclusive discretion of the Employer. Probationary employees may be terminated with or without cause and probationary employees will have no recourse to the grievance/arbitration procedure. Seniority shall be accrued during the probationary period but shall not be acquired until completion of such probationary period. Temporary and or "limited term" employees who are hired as permanent employees will have their temporary service calculated as probationary time and shall not serve an additional probationary period once six (6) calendar months are completed.

SECTION 3 - Loss of Seniority

An employee shall lose all seniority and their name shall be removed from the seniority list upon occurrence of any of the following events:

a) Voluntary resignation or retirement from the District;
b) Discharge for just cause;
c) Illness, disability or layoff for a continuous period of time in excess of twelve (12) months.
d) Transfer or promotion to a non-bargaining unit position. However in the event of a temporary promotion for less than six (6) months there will be no loss of seniority upon returning to their previous classification.

ARTICLE 5

FILLING JOB VACANCIES, BIDDING AND TRAINING

SECTION 1- Filling Job Vacancies

All job vacancies which occur, within a classification, of more than thirty (30) days anticipated duration, will be posted on designated District bulletin boards for a minimum period of ten (10) calendar days.

Each job vacancy posting will state the number of jobs to be filled, the classification, job category, work week, route, shift, starting times and days off involved. The posting will also list the qualifications necessary to adequately perform the job, the name of the individual to whom all applications must be submitted and a final date and time after which applications will no longer be accepted.

In filling jobs under the procedure provided herein, if the qualifications of the employees applying for the position are essentially equal seniority will govern. External advertisement of vacant positions may occur concurrently at the Districts discretion and may be filled in accordance with the Districts hiring practices.

SECTION 2 – Bidding

A general bid shall be conducted on a semi-annual basis (effective March 1 and September 1) for all routes which are run on a regular basis. Bid routes shall be posted for a minimum of five (5) calendar days. The bidding will be governed by seniority. If a driver bids a route in a location other than their regular domicile location, the provision of mileage reimbursement in Addendum #1 of this Agreement will not apply.

SECTION 3 – Training

The District will use its best efforts to provide training consistent with efficient operations which will enhance promotional opportunities for current employees.

ARTICLE 6

LAYOFF AND RECALL

Should any layoff be necessary as determined in the sole discretion of the Employer in the bargaining Unit classification and there are no employees classified as probationary employees within the classification, then the last permanent employee hired in the classification will be the first person laid off and so on. Any employee being laid off will be given five (5) workdays written notice. An employee receiving proper notice of layoff may at their option, accept layoff, or within the next three (3) working days may exercise their seniority to bump any junior employee assigned to an equal or lower classification that the bumping employee is qualified to work in.

Re-employment and/or recall to the classification will be accomplished in seniority order among all employees that were laid off or bumped from such classification.

The employee is required to provide the correct mailing address or other appropriate contact information (i.e. phone number or e-mail address) as a condition of maintaining any recall rights.

The District may not fill any bargaining unit position without first offering the position to qualified laid-off bargaining unit employees in order of District seniority. The District must give notice in writing to laid-off employees of recall opportunities.

Recalled employees must give notice of acceptance or refusal of the position within five (5) work days, and if accepted, report for work within two (2) weeks of the date they were notified of the available position.

The District will have met its recall obligation by sending the recall notice via certified U.S. Mail, return receipt requested, or other appropriate contact method, to the last known address provided by the employee to the Human Resources Office.

After twelve (12) consecutive months on layoff status, the District shall have no further recall or employment obligation to the laid-off employee.

ARTICLE 7

GENERAL DISCHARGE OR SUSPENSION

***Any reference to day or days within this article means work day or days and shall include normal dates of operation and excludes weekends and holiday.**

Section 1 - Oral /Written Reprimand

A. The District may reprimand an employee for just cause. Oral Reprimands may be documented on a form prescribed by the Executive Director. Written reprimands may be issued for just cause by the Executive Director with or without a recommendation of the direct supervisor. Written reprimands, to be considered valid must be issued within ten (10) days exclusive of Saturdays, Sundays and holidays after the occurrence or discovery of the violation claimed by the Employer in the reprimand. Written reprimands must be specific and not general in nature as to the alleged violation (i.e. date, time, place, and nature of the violation). Oral and written reprimands may not be grieved.

B. If after six (6) months from the effective date of an oral reprimand the employee has shown improvement and no other infraction has occurred, he/she may request that documentation of the Oral reprimand be removed from his/her personnel file. Such requests should be made to the Executive Director and approved by the respective supervisor.

C. An employee may request that a written reprimand that does not involve a suspension without pay be removed from their personnel file after a period of more than twelve (12) months from the date of the occurrence which gave rise to the reprimand has expired, unless such reprimand is tied to an additional or ongoing disciplinary issue. In addition, if a subsequent written reprimand occurs within twelve (12) months of the first written reprimand, both will remain for a period of thirty six (36) months from the date of the second reprimand. Written reprimands that result in suspension without pay will not be removed from the employees personnel file.

Section 2 - Dismissal or Suspension Procedures

A. Dismissal. A dismissal is separation of an employee from his/her employment with or without cause.

i. If the District believes a situation exists requiring the immediate termination or removal from the job site of an employee, the District should carefully document the reasons for such a decision. Ground for immediate dismissal shall be:

1. Intoxication, drinking intoxicating beverages, or possession or use of illegal drugs while on duty or on the District's premises, facilities or fleet, or arriving on the job under the influence of intoxicating beverages or drugs.

2. Misuse of drugs.

3. Dishonesty or mishandling of District revenues or resources.

4. Insubordination.

5. Striking or abusing a supervisor, customer or fellow employee.

B. Suspension. A suspension is the temporary removal of an employee from his/her work assignment without pay.

C. Employees who have successfully completed their probationary period may be dismissed (immediate dismissal for those items noted above) or suspended only for just cause. Just cause includes, but is not limited to:

1. Violation of or failure to comply with the Federal or State Constitution, Statutes, or District Policies, District Rules and Regulations and District Resolutions;

2. Indictment by a grand jury;

3. Conviction of or entrance of a plea of guilty or nolo contendere to a felony or other crime which has or may have a material adverse effect on the employee's ability to carry out their duties or upon the reputation of the District;

4. Careless, negligent, or improper use of District property, equipment, or funds;

5. Insubordination, which shall consist of violation of any official regulation or order or failure to obey, comply or accept any proper directions made and given by a supervisor in the course of employment, or any verbal ridicule of a supervisor by an employee during the course of employment;

6. Inefficiency, incompetence or negligence in the performance of assigned job duties or failure to perform job requirements or job performance which continues to be unsatisfactory;

7. Disorderly conduct or threats or abuse of others;

8. Chronic tardiness or absenteeism, or the improper or unauthorized use of leave privileges or benefits;

9. Stealing from the District or from other employees;

10. Taking unauthorized leave or job abandonment.

11. Failure to obtain and maintain a current license or certificate required as a condition of employment;

12. Intentional falsification or mishandling of District records;

13. Fraud in securing employment with the District or attempting to secure a promotion or a position by political influence;

14. Unauthorized or illegal use, sale, or possession of alcohol or illegal drugs, or being under the influence of such substances while on duty;

15. Gambling for money or articles of value during the working period;

16. Unauthorized discussion or release of confidential information documents or records;

17. Harassment and/or discriminatory behavior towards any person because of race, color, religion, gender, sexual orientation, gender identity, age, national origin, and disability; or

18. Action which reflects poorly upon the integrity of the District.

D. The dismissal or suspension of an employee shall be accomplished according to the following procedures:

1. Notice of Contemplated Action:

2. To initiate the suspension or dismissal, the Supervisor shall serve a notice of contemplated action on the employee which: describes the conduct, action, or omissions which form the basis for the contemplated action; gives a general explanation of the evidence the Supervisor has; specifies what the contemplated action is; and states the date, time and place of the predetermination meeting, and that the employee may waive the right to the meeting by notifying the Supervisor in writing prior to the start of the meeting.

3. At the predetermination meeting the employee shall briefly have the grounds and the proposed action explained to him/her and shall have the right to respond. The purpose of the response is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions, essentially a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action. The employee shall have the right to representation and the meeting may be recorded by either party.

4. Within ten (10) days from the date of the predetermination meeting, the Supervisor or designee shall notify the employee in writing if no disciplinary action will be taken.

5. Supervisor's Disciplinary Decision: If a decision is made to proceed with the disciplinary action, the Supervisor or designee shall serve the employee with a Disciplinary/Corrective Action Form and supporting documentation within ten (10) days from the date of the predetermination meeting. If it cannot be delivered personally, it will be sent by certified mail, with return receipt requested, to the employee's last address on record.

a. The Notice of Proposed Disciplinary Action shall state what disciplinary action is being recommended and when the proposed action will take effect.

b. No disciplinary action shall be final until the Executive Director has approved and signed the Disciplinary/Corrective Action Form.

8. The Written Notice of Final Decision must:

a. Document the date, time and place of the predetermination meeting;

b. Identify the specific misconduct;

c. Specify the disciplinary action, if any, to be taken;

d. Specify the effective date of the dismissal or suspension which must be at least ten (10) days after the date of the Written Notice of Final Decision (during this ten (10) day period the Executive Director may place the employee on paid administrative leave if deemed in the best interest of the District);

e. Be delivered personally to the employee by the employer or by certified mail, with return receipt requested, to the employee's last address on record.

f. The Executive Director may, when deemed in the best interest of the District, extend the time limit for providing the employee with the Notice of Final Decision.

g. Employees who have been dismissed from employment for disciplinary reasons shall not be eligible for rehire.

ARTICLE 8

GRIEVANCE AND ARBITRATION

Section 1 – Grievances

A. A "grievance" is an allegation made by the Union against the Employer that a violation, misapplication or misinterpretation of any provision of this Agreement has occurred.

B. Any reference to day or days within this article means work day or days and shall include normal dates of operation and excludes weekends and holiday.

C. The Union may file grievances on its own behalf, or on behalf of an employee or group of employees covered by this Agreement.

D. An individual employee may file a grievance under the provisions of this article and have it adjusted without the intervention of the Union as long as:

1. The adjustment is consistent with the terms of this Agreement;
2. At any hearing or meeting on a grievance brought forward by an individual employee, and who has not requested the intervention of the Union, the Union shall still be afforded the opportunity to be present and make its views known.

3. An individual employee may not invoke arbitration under this article.

E. Before filing a formal grievance under the procedures established in this Article, employees are encouraged to try and resolve any issues with their immediate supervisor and if not, with their next level manager.

F. Grievances initiated by an employee or by the Union shall be filed within ten (10) days of the day after the grievant was aware, or reasonably could have become aware, of the provision in the Agreement that allegedly was being violated.

G. The Employer, Union, and/or employee shall make an effort to hand deliver any Grievance documentation, correspondence, memos and/or forms as outlined in this article and shall be considered served immediately upon hand delivery. In cases where hand-delivery is not possible, such materials shall be mailed priority, certified return receipt requested, and shall be considered served on the date of postmark by the U.S. Postal Service.

Section 2 Steps in the Grievance Procedure

A. All steps in the formal grievance process must be documented in writing via an Official Grievance Form. Employees and/or the Union must submit grievances in writing that include the specific details of what provision(s) in the Agreement was violated, and how and when it was violated. The Form is Attached as Exhibit A.

B. The Official Grievance Form shall include the following information:

1. The employee's name, job title and work site;
2. The name, address and telephone number of the Union representative, if any;
3. The article(s) of the Agreement alleged to have been violated;
4. The date of the violation;
5. How the violation occurred: The grievant shall provide a detailed description of all the event(s) that resulted in specific violation and all the persons responsible for the violation;
6. The relief requested; and
7. Any attempt(s) the grievant or Union made to resolve the matter with the immediate supervisor and/or with their next level manager.
8. The signature of the grievant or of the Union representative.
9. The President or Vice President of the Union shall sign off on the Official Grievance Form to assure the form is complete and that the grievance is justified.

C. Grievance relief actions agreed upon by the parties at any of the steps listed below shall be binding.

Section 3 Manager Level

- The Union or grievant shall meet with the department manager to attempt to resolve the matter within ten (10) days of the day after receipt of the Official Grievance, unless the department manager is the person the grievance is against, or if the employee does not have a department manager. In that case the Union and Executive Director shall meet within ten (10) days of the day after receipt of the Official Grievance to attempt to resolve the matter.

- The department manager, who met with the Union, shall within ten (10) days of the day after the meeting, write a response to the grievant explaining the resolution or response to the allegations specified in the grievance.

- If the grievance is not satisfactorily resolved at this level, the grievance shall be submitted by filing with the Executive Director within ten (10) days of the day after receipt of the written response by the department manager.

Section 4 Executive Director Level

- If the grievance is not satisfactorily resolved at the department manager level, the grievant and/or Union shall submit the Official Grievance to the Executive Director within ten (10) days of the day after receipt of the department manager's written response. The Executive Director shall respond in writing to the grievant and/or Union within ten (10) days of the day after receipt of the Official Grievance and may, within this time period, request a meeting with the grievant and/or Union to discuss the grievance and its settlement.

- If the grievance is not satisfactorily resolved at this level, the Official Grievance, if it meets the definition of a Prohibited Practice, may be submitted to the District's Labor Management Board by the Union, but not by the individual grievant, within fifteen (15) days after receipt of the Executive Director's written response. The Official Grievance may also be submitted to final and binding arbitration by the Union, but not by the individual grievant, within thirty (30) days after receipt of the Executive Director's written response.

Section 5 Arbitration

A. Within fourteen (14) days of the written demand for arbitration, the Union shall make a request from a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), unless the parties by such time can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.

B. Within fourteen (14) days of the receipt of a list of arbitrators, the parties will confer to select the arbitrator. The selection shall be made by the Union and the Employer alternately eliminating names. The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. If the Employer fails or refuses to strike a name from the list, the Union may request that the FMCS unilaterally appoint an arbitrator to hear the matter. Once an arbitrator is either selected by the parties or appointed by the FMCS, the arbitrator shall have full jurisdiction.

C. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case.

D. The arbitrator shall have no power to add to, subtract from, alter or modify any of these terms of the Agreement, but may give appropriate interpretation or application to such terms and provide appropriate relief.

E. The arbitrator shall have no authority to make any award including fines, punitive damages or award of attorney's fees.

F. Each party shall pay one-half (1/2) of the arbitrator's fees and expenses.

G. The arbitrator's decision shall be final and binding on the parties.

H. In arbitration cases challenging a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In arbitration cases where the Union alleges a contractual violation or dispute over a working condition, the Union shall have the burden of proof.

Section 6 Miscellaneous

A. Tape recorders or other electronic recording devices shall not be used by any party participating in the grievance, except by mutual agreement of the parties. This provision shall not apply to arbitration hearings.

B. Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of the parties.

C. If at any step of the grievance procedure the Employer fails to respond within the designated time limits, the grievance shall be automatically forwarded to the next level.

D. Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or arbitration within the time limitations set forth herein.

E. A party to this Agreement or an individual grievant may be represented by counsel at any step of the grievance procedure at their own cost.

F. The issue of non-grievability may be properly raised at any step of the grievance procedure. The arbitrator shall decide all issues regarding the grievability of grievances.

G. Grievances may be withdrawn by the Union at any step of the grievance procedure without prejudice and without precedence except as to objections to timeliness.

H. The arbitration procedure set forth in this article shall not apply to events which occur before the effective date of this Agreement.

ARTICLE 9

GENERAL PROVISIONS

Section 1 - Safety

Management has the absolute right and responsibility to establish and maintain a safe and healthy work environment. The District shall provide protective devices, protective personal equipment (PPE) and all other equipment as required by OSHA or as it deems necessary for the protection of employees from injury. Any supplies required to maintain the vehicles cleanliness and or safe operation shall be provided by the District. All District vehicles shall be maintained in safe operating condition. In the event an employee is injured on the job and is unable to complete his shift, such employee will be paid for the full shift on the day of the injury and in accordance with the Districts workers compensation policy.

Section 2 - Physical Examinations and Drug Tests
Physical examinations including drug screening when required as a condition of employment or otherwise required by law, shall be paid for time and all costs of such examination shall be borne by the District.

Section 3 –Temporary Employees and Supervisors Working
Supervisors shall not perform work that is normally performed by nembers of the bargaining unit except in an emergency or for purposes of training. An emergency shall include a situation when there are not sufficient qualified bargaining unit employees to do the work, but the District will not utilize this emergency exception to avoid hiring bargaining unit employees.

The Union recognizes the right of the District to hire and use temporary and emergency Driver (s) for short term operational purposes which cannot be fulfilled with classified drivers/dispatchers.

For purposes of this agreement temporary employee is defined as, the employment of a person hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed nine (9) months of employment unless otherwise approved by the Executive Director. Temporary employees may fill in for classified employees on Long Term Disability, Family Medical Leave, Worker's Compensation, and extended leave without pay, or for other authorized absences. In the event that the Executive Director deems necessary the extension of the temporary appointment beyond nine (9) consecutive months, the Employer will meet with the Union to discuss the conversion of the position from temporary to classified, subject to budgetary constraints and Board of Directors approval.

Emergency employee is defined as employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare, or severely curtail the normal operations of the District. No individual shall hold an emergency appointment longer than one hundred (100) days or an aggregate eight hundred (800) hours in any nine (9) month period, unless approved by the Executive Director. The Executive Director will notify the Union in the event of an appointment longer than one hundred (100) days.

ARTICLE 10

SHOP STEWARD

Section 1 - Notification
The District recognizes and will deal with the accredited Shop Steward(s). The Union agrees to furnish the District with the name(s) of the shop steward(s). The District agrees to furnish the Union with a list of its supervisory employees with whom the Union shall deal in the adjustment of grievances. The Union shall notify the District promptly, in writing, of any change in shop steward(s), and the District shall notify the Union promptly of any changes in supervisors.

Section 2 - Investigations

To facilitate the handling of grievances, the shop steward may from time to time, as need arises, and after notice to his supervisor, advising his supervisor as to the nature of the grievance to be investigated or adjusted, leave his work to investigate or assist in the settlement of grievances arising within his jurisdiction. No shop steward shall leave his assigned work or route unless the Supervisor has made a reasonable accommodation in finding a qualified employee to continue the work shift of the Shop Steward. Time so spent shall be paid for at the employee's regular rate of pay and in no circumstances shall it result in overtime or comp time payment or be counted as hours worked for the purpose of computation of overtime or comp time pay. Time spent investigating and processing grievances or conducting union business outside of assigned work hours shall not be compensated.

It is understood and agreed that the District has limited staff and provides transit services that operate on fixed schedule and that a Shop Steward has full-time work to perform, and time spent investigating or assisting in the settlement of grievances shall be held to an absolute minimum due to the operational impacts it imposes upon the District. Any alleged abuses may be called to the attention of the local representative of the Union, and shall be corrected if necessary. In the event that the District is not satisfied with the Union's resolution of the alleged abuses, the District may reopen this Section of the Agreement dealing with investigations and reasonable time. If no agreement is reached during such negotiations, the District may use the impasse resolution procedures provided for in PEBA. This paragraph shall not preclude the District from taking disciplinary action to address the abuse of time.

ARTICLE 11

MILITARY CLAUSE

Employees in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Act (USERRA), Title 38, US Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable State and Federal laws. This shall include continuation of health coverage to the extent required by USERRA, and continuation of pension contributions for the employees' period of service as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by statute.

ARTICLE 12
HOURS OF SERVICE

Section 1 - Workday – Workweek

The basic work week for full time employees shall consist of forty (40) hours in a seven-day period. The work week commences at 12:01 a.m. every Saturday and ends at 12:00 p.m. on Friday. There are two (2) work weeks in a pay period. Generally a one (1) hour unpaid lunch break shall be provided to all employees; however, work schedules, bid shifts and other job-related functions may necessitate variations in the scheduling of the lunch break, however no employee shall be denied the ability to take a lunch break if they so choose. In addition all employees shall receive a fifteen (15) minute paid break period as close to the midpoint of the first half of their shift as possible and a fifteen (15) minute paid break period as close to the midpoint of the second half of their shift as possible. Paid rest breaks are a benefit and are not guaranteed due to the nature and make up of transit routes. From time to time employees may be required to work through their rest break. However, paid rest breaks may be inclusive as accumulated in layover times in the route schedules i.e. 5-8 minute layovers every hour. In the interest of good health, the District encourages the employees to take their paid break when possible. When paid breaks are taken while on route, drivers are to alert any passengers on the bus, request that they temporarily exit and secure the bus while the break is taken within the scheduled layover time. Drivers are responsible to remain in reasonable sight of the vehicle or to secure the vehicle when taking breaks. Employees shall not combine two (2) relief periods into one (1), nor are they allowed to combine a relief period with a lunch break. Relief periods shall not be eliminated to start or leave early on a regular basis. Relief periods are considered hours worked; lunch breaks are considered hours not worked. In addition, due to the nature of the work performed, drivers shall be allowed to take restroom breaks at times and places where appropriate facilities are available.

Section 2 – Overtime

An employee, who is authorized and approved in advance by their supervisor and required to work in excess of the normal work week (forty [40] hours), shall be compensated for such overtime at one and one-half (1 1/2) times their hourly rate or unless otherwise specified in the Fair Labor Standards Act (FLSA). Such compensation shall be paid overtime. Overtime shall not be pyramided.

The following hours are considered as hours worked for the purpose of qualifying for overtime pay;

1. Hours actually worked;
2. Paid holidays;
3. Hours allowed for voting time;

4. Jury duty;

5. Hours allowed for court duty when appearing as a witness on behalf of the District or because of an official capacity with the District; and

6. Training time.

C. The following are not considered as hours worked and are not used for the purpose of computing overtime;

1. Vacation;

2. Sick leave;

3. Military leave;

4. Funeral leave;

5. Injury leave;

6. Lunch break;

7. Comp-time hours used.

Section 3 - Overtime Assignments

All scheduled overtime shall first be offered by seniority on a voluntary basis to qualified employees. In the event an insufficient number of qualified employees volunteer for such overtime, overtime work will be filled by assigning the necessary number of additional employees in reverse seniority order. The District agrees to give as much advance notice as possible of the requirement to work overtime. The District agrees to give reasonable consideration to an employee's request to be released from overtime in instances of verifiable extreme hardship.

ARTICLE 13

HOLIDAYS

Holiday pay is based on eight (8) hours of pay for full-time employees and prorated hours for part-time regular employees. An employee whose work day is in excess of eight hours may request to utilize annual leave for any absence in excess of eight hours on the day that the holiday is observed. In order to eligible for Holiday Pay the employee must be in approved paid status on both the regular scheduled workday immediately preceding the holiday and the regular scheduled workday immediately following the holiday.

New Year's Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

A recognized holiday falling on Saturday will be observed on the preceding Friday and a recognized holiday that falls on a Sunday will be observed on the following Monday.

An employee who is required to work on a holiday shall be compensated at the rate of one and one-half (1.5) times their hourly rate for all hours worked in addition to eight (8) hours holiday pay.

An employee who does not work on a holiday that occurs on their regularly scheduled workday shall receive their scheduled hours, at the straight time rate of pay, as holiday pay.

When the holiday falls outside the employees' normal scheduled workday or falls during an approved vacation day, such employee shall receive eight (8) hours of holiday pay and not get charged vacation time. Part-time employees will receive holiday pay based on the number of hours that they would normally have worked provided that the holiday falls on a part-time employee's regular scheduled workday.

ARTICLE 14

SICK LEAVE

Employees will accrue Sick Leave hours at the rate of 6.67 hours per month or eighty (80) hours per year. Periods of leave without pay shall not count for the purpose of accruing sick leave.

Sick leave may be used for any period of approved absence with pay from regularly scheduled work resulting from:

1. Employee having an illness or injury which renders them unable to perform their duties;

2. An employee having a medical examination, consultation, or treatment by a licensed practitioner;

3. An employee's immediate family member defined as the employee's spouse or domestic partner, child or parent as defined by the Family and Medical Leave Act (FMLA) requiring their presence because of injury, illness or medical treatment.

An employee taking sick leave must notify their supervisor in a timely manner in order for arrangements to be made for a replacement driver or dispatcher. The following notice requirements shall apply:

1. Minimum of twenty-four (24) hours' notice to the employee's supervisor, for prescheduled medical or dental appointments;
2. Minimum of two (2) hours' notice prior to beginning of the employee's shift to the employee's supervisor for illness or accident. The District shall designate phone numbers to be used in the event that the employee's supervisor cannot be reached, which shall have the capability of verifying the call (leave message, caller ID, etc.).

For each absence an employee must submit upon the approved form an explanation of the reason for such absence. All forms must be submitted prior to the taking of any sick leave due to medical or dental appointments. All forms must be submitted within 24 hours or the end of the next scheduled work day after returning from an unexpected illness or injury. Failure to do so may result in leave without pay and disciplinary action.

An employee must keep the supervisor informed of their condition if an absence is for more than two (2) working days in duration. In cases of absences of more than two (2) consecutive days the District shall provide the employee with the appropriate FMLA paperwork which must be filled out and returned in order to determine if the absence is a covered event under FMLA. The District may also require the employee to furnish a written medical statement issued by a licensed physician or practitioner, or other evidence of illness that confirms the illness of the employee or their immediate family member, provides an estimate of when the employee will be able to return to work, states whether the employees incapacity will require intermittent treatments, states the estimated frequency and duration of such treatments, and provides the estimated period for recovery, if known. Abuse of sick leave may be cause for disciplinary action. If an employee's leave qualifies as protected leave under FMLA, the District may require a medical certification as provided by federal law.

Unused sick leave hours shall be cashed out and or banked annually by the last pay period in February for unused hours from the previous year. Employees with a current bank of sick leave hours will retain that bank, which will be classified as a catastrophic sick leave bank and not available for sick leave cash out. An employee may not bank more than seven hundred-twenty (720) hours of catastrophic sick leave. If an employee chooses to bank hours from the previous year into their catastrophic sick leave bank, those banked hours are not available for the cash out provision of this Section.

Catastrophic sick leave is defined as a medically excused leave as defined under FMLA and the District's FMLA Administrative Policy and Procedures, or to meet the minimum waiting period for eligibility for short term or long term disability. Catastrophic sick leave is not eligible for family members except as provided for under FMLA purposes. Accrued catastrophic sick leave is only available after all accumulated casual sick leave has been exhausted. It is designed to provide income protection for an employee meeting the above definitions. It is not available under any other circumstances. Catastrophic leave is not a benefit in which an employee vests. It is not paid out upon leaving the District nor available to be cashed out on an annual basis.

In order to be eligible for the annual cash out, employees must have completed their probationary period and will be cashed out at the following rates:

Number of hours of sick leave hours used	Percentage payment rate for cash out.
24 Hours or Less	100%
25 Hours to 40 Hours	75%
41 Hours to 48 Hours	50%
49 Hours or More	25%

All employees who are separated from the District payroll before one (1) year of employment shall not be eligible to cash out unused sick leave hours.

ARTICLE 15

FUNERAL LEAVE

In the event of a death in the employee's family the employee shall be granted up to three (3) scheduled workdays off without loss of pay to arrange for and or attend the funeral or memorial services. A member of the employee's immediate family includes: spouse or domestic partner, child, father, mother, brother, sister, grandparent, grandchild, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, current son-in-law, and current daughter-in-law. In the event the funeral or memorial service is held out of state the employee may be granted two (2) additional days off. The Employer may require the employee to provide proof of death of the family member.

ARTICLE 16

JURY DUTY

When an employee is required to report for jury duty, and who is released from jury duty before the end of the scheduled work day, shall contact their supervisor to receive instructions on whether to report for work the remainder of the day. The employee shall be compensated at the regular straight time rate of pay. Fees received from the court, excluding reimbursement for travel and meals, shall be remitted to the District. Time spent on jury duty shall be considered time worked.

ARTICLE 17

INCLEMENT WEATHER LEAVE

Section 1 – Full-Day Closing

Paid weather related time due to closing will be limited to an amount equal to the hours that the employee was scheduled to work or would normally have worked on the day in question. If an employee has reported to work prior to the decision to close being made, weather related time will only make an employee whole up to the amount of their scheduled or normal working hours for that day.

Section 2 - Partial-Day Closing (delayed opening/early closing)

In the event that the normal reporting time is delayed, employees working that day will receive paid time for the period between their scheduled or normal reporting time and the rescheduled reporting time. In the event of an early closing time, those employees working that day will receive paid time between the rescheduled closing time and their scheduled or normal closing time. Employees who are on leave, have called in sick, or have called prior to a decision to alter operating hours to advise that they will not be reporting to work are not eligible for any additional time or for a refund of leave balances. Employees not scheduled to work on weather related closure or partial closure day are not entitled to receive extra pay for that day.

ARTICLE 18

VACATION

Section 1 – Amount

Employees shall be entitled to vacation upon fulfilling the requirements set forth below:

A) All employees having one (1) year of service shall receive two (2) weeks paid vacation (3.077 hrs. per pay period beginning on the first month of employment)

B) All employees having five (5) years of service shall receive three (3) weeks paid vacation (4.62 hrs. per pay period beginning on the 49th month of employment).

C) All employees having ten (10) years or more of service shall receive four (4) weeks paid vacation (6.15 hrs. per pay period beginning on the 109th month of employment).

D) All employees having twenty-five (25) years of service shall receive five (5) weeks paid vacation (7.69 hrs. per pay period beginning on the 300th month of employment).

For the purpose of this section an employee's service shall start with their most recent date of hire with the District. Periods of leave without pay shall not count for the purpose of accumulation of annual leave. Employees may accumulate and carry over into the first pay period of the calendar year accrued unused vacation, not to exceed two (2) times the annual accrual. All hours of annual leave that exceed two (2) times the annual accrual must be used by the end of the last pay period in the calendar year earned or be forfeited.

Section 2 – Separation

All employees who are separated from the District's payroll after more than one (1) year of employment shall be paid for unused earned vacation and pro-rata for all vacation accrued up to the time of separation.

Section 3 - Vacation Selection

All vacation bidding will be done on an annual basis in early December for the following year. Vacations bid during the annual bidding period shall be awarded by seniority. Any vacation not bid during this period shall be awarded on a first come/first served basis. In no circumstances shall an entire department, division or unit be permitted to take annual leave at the same time. Supervisors shall be responsible for scheduling annual leave so as to avoid unreasonable interference with District operations.

Section 4 - Split Vacations

Vacation may be taken in full week increments, full day increments, or on an hourly basis as needed, provided the employee has prior approval of his supervisor, or in cases of proven emergency. Such approval of vacation requests shall not be unreasonably withheld; taking into consideration the manpower needs of the District, and once approved shall not be changed unless mutually agreed to by the employee and the Employer.

ARTICLE 19

HEALTH AND WELFARE

The District agrees to retain the current cost sharing contribution rate as follows: eighty percent (80%) paid by the District and twenty percent (20%) paid by the employee.

ARTICLE 20

PENSION

The District is required to by law to abide by the Public Employees Retirement Act (PERA) of New Mexico as is now in effect. The District has elected to participate in Municipal Plan 2 which requires a contribution rate of 18.3% of employee pay. The District agrees to pay 9.15% of the required contribution rate as its employer contribution. The employee agrees to contribute 9.15% of the employee's share of the required contribution rate.

ARTICLE 21

SAVINGS CLAUSE

In the event that any Federal or State legislation, government regulation, or court decision causes invalidation of any sentence, paragraph, section or Article of this Agreement, the District and the Union agree to meet as soon as possible to negotiate any affected portion. All other Articles not so invalidated shall remain in full force and effect.

ARTICLE 22

COMPLETE AGREEMENT

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no express implied statement or previously written or oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer's discretion and control.

It is recognized that the Employer has certain Personnel Rules and Regulations. The specifics of these rules and regulations have not been the subject of collective bargaining. The Union recognizes the Employer's right to establish and maintain such rules and regulations. Such rules and regulations may apply to bargaining unit employees so long as they do not conflict with any terms of this Agreement.

The District agrees to inform the Local Union of any new rule(s) or regulation(s) affecting bargaining unit members.

ARTICLE 23

DURATION

This Agreement shall be effective from January 4, 2013 through June 30, 2014 and shall remain in full force and effect from year to year thereafter, contingent upon sufficient appropriations, (see Appropriations -Article 24) unless either party notifies the other party in writing no less than sixty (60) days prior to June 30, 2014 or any June 30 thereafter of its intent to re-open the Agreement.

ARTICLE 24

APPROPRIATIONS CLAUSE

The terms of this Agreement are contingent upon sufficient appropriations and authorization of appropriations being made by the District's Board of Directors for the performance of this Agreement. If sufficient appropriations and authorization of appropriations are not made by the District's Board of Directors, the parties are to renegotiate through arm's length negotiations. The District's decision as to whether sufficient appropriations are available shall be final and subject to immediate renegotiation by the parties upon written request by either party. Refusal of the Board to honor the financial terms agreed to in the Collective Bargaining Agreement through arm's length negotiations for any reason, other than financial inability to meet its obligations, shall constitute a breach of this Agreement.

ARTICLE 25

Wage adjustment and Salary Plan

For Fiscal Year 2013 the following wage increases shall apply;

All CDL holders shall receive a seventy-five cent ($.75) per hour increase effective January 4; 2013.All non-CDL employees shall receive a 2.5% per hour wage increase effective January 4, 2013. For fiscal year 2014 the following wage increases shall apply; Effective July 19, 2013 all employees shall receive a 1.5% wage increase.

Salary Plan

2013 Current

Position	**Minimum**	**Maximum**
Driver	**$25,249 (12.14/hr.)**	**$35,999 (17.31/hr.)**

Dispatcher	**$27,197 (13.08/hr.)**	**$38,776 (18.64/hr.)**

January 4, 2013 (New)

Position	Minimum	Maximum
Driver	**$25,882 (12.44/hr.)**	**$36,905 (17.74/hr.)**
Driver CDL	**$26,811 (12.89/hr.)**	**$37,565 (18.06/hr.)**
Dispatcher	**$27,887 (13.41/hr.)**	**$39,740 (19.11/hr.)**
Dispatcher CDL	**$28,776 (13.83/hr.)**	**#40,331 (19.39/hr.)**

July 19, 2013

Position	Minimum	Maximum
Driver	**$26,271 (12.63/hr.)**	**$37,458 (18.01/hr.)**
Driver CDL	**$27,213 (13.08/hr.)**	**$38,128 (18.33/hr.)**
Dispatcher	**$28,305 (13.61/hr.)**	**$40,337 (19.39/hr.)**
Dispatcher CDL	**$29,198 (14.04/hr.)**	**$40,936 (19.68/hr.)**

- **Salary/wage progression from a driver non-CDL or dispatcher non-CDL position to a driver CDL or dispatcher CDL position is limited to the availability of budgeted positions and the Districts needs as solely determined by the District.**

If an employee is required to drive their own vehicle to an alternate report to location they shall be paid the applicable Federal mileage reimbursement.

No current employee shall suffer a loss of wages as a result of this agreement.

Anthony J. Mortillaro	Moises L. Ortega
Executive Director	President
NCRTD	Teamsters Local 492
_____	_____
Date	Date

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: January 4, 2013

Agenda Item - E

Title: Discussion and possible adoption of NCRTD Performance Measures

Prepared By: Mike Kelly, Transit Operations and Maintenance Manager

Summary: The Performance Measures to be discussed are designed to track the Districts operational performance data and where applicable, compare it to similar in state/local service's and as well as to the FTA's District 6 data.

Background: Staff presented draft performance measures to the Finance Subcommittee at the October and November meetings with the following background:

"Since 2007 the NCRTD has reported to and used the performance measures from the DOT Transit and Rail Division. These measures are number of trips, number of vehicle miles, and number of vehicle hours, total expenditures, and cost per trip. These measures were only for the 5311/5316 grants program and routes and do not represent the full picture of the NCRTD. These performance measures were not reported to the Board or publicly transmitted unless requested. With the GRT revenue stream funding new routes and portions of 5311 and 5316 funded routes, it became clear that performance measures needed to be developed that reflect the consolidated budget encompassing all revenue streams and present a total picture of the performance of all routes and type of service.

The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District's costs, efficiencies and productivity is not measured against any benchmark or standard

or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."

The collected report data is grouped into 3 areas: Administrative, Fleet and Customer Related

1. Administrative:
    A. Ridership, All Funded Routes
    B. Ridership, NCRTD Operated
    C. Cost Per Mile
    D. Cost Per Trip
2. Fleet:
    A. Vehicle Back Up Ratio
    B. Average Vehicle Age
    C. Preventative Maintenance "On-Time" Performance
    D. Accidents, Major/Minor Tracking
3. Customer Relations:
    A. Complaints
    B. Incidents

The In-state/local comparable is Sandoval/Valencia Counties which are operated by the Rio Metro Regional Transit District. This benchmark/peer entity was chosen since they are within New Mexico and somewhat similar to rural transit service. The FTA benchmarking data used originates from the Rural Transit Fact Book 2012. The data is for 2010 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.

Recommended Action: Staff recommends the Board approve the performance measures with any additional revisions or measures.

Options/Alternatives: Options would be to adopt these measures, or perhaps have the Board make alternative recommendations for additional measures or modifications to the proposed measurers

Fiscal Impact: There is no actual fiscal impact; however these measures can assist the District in identifying areas in which its performance may need to be improved in a cost savings effort.

Attachment:

Performance Measure Matrix

Performance Measures

for

Fiscal Year 2013

Prepared by
Mike Kelly, Operations Manager and Gus Martinez, Fleet Manager

Performance Measures for Fiscal Year 2013

The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District's costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."
The report data collected is grouped into 3 areas: Administrative, Fleet and Customer Related:

1. **Administrative:**
   - **A. Ridership, All Funded Routes**
   - **B. Ridership, NCRTD Operated Routes**
   - **C. Monthly Expenditures**
   - **D. Cost Per Mile**
   - **E. Cost Per Trip**
2. **Fleet:**
   - **A. Vehicle Back Up Ratio**
   - **B. Average Vehicle Age**
   - **C. Percentage of "On-Time" PM / Inspections**
   - **C. Accidents, Major/Minor Tracking**
3. **Customer Relations:**
   - **A. Complaints**
   - **B. Incidents**

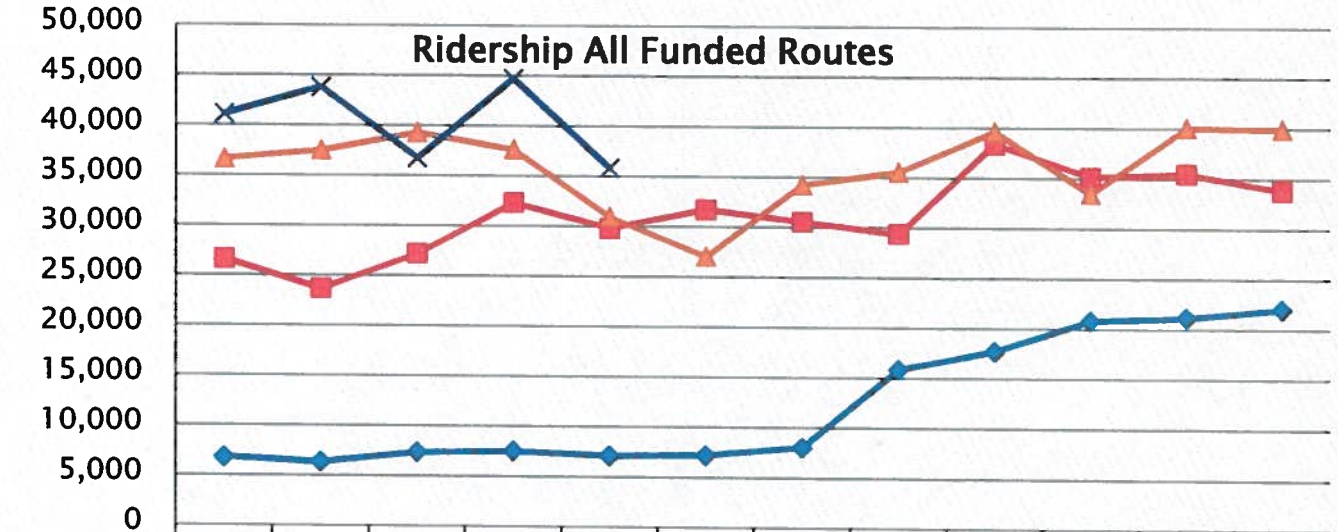
The In-state/local comparable is Sandoval/Valencia Counties which are operated by the Rio Metro Regional Transit District. This benchmark/peer entity was chosen since they are within New Mexico and somewhat similar to rural transit service. The FTA benchmarking data used originates from the Rural Transit Fact Book 2012. The data is for 2010 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.

Performance Measure - Administrative:

Ridership Tracking of All NCRTD Funded Routes

Tracking ridership is the #1 way a public transportation agency can gauge its effectiveness of the service it provides. Ridership data for all routes funded by the NCRTD are collected by City of Santa Fe and Los Alamos County. This data is forwarded and combined with the data from the District's operated routes. These numbers are then compiled into a monthly ridership report. This measurement tracks the number of one way trips taken on all the routes within the district. This graph shows the NCRTD combined total ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand. Sandoval/Valencia counties are used local/in-state comparison benchmark, as they are similar in service but smaller in size: a two county service of the Rio Metro Transit District.

	FY 09-10	FY 10-11	FY 11-12	FY 12-13
July	6,830	26,655	36,666	41,135
Aug	6,359	23,679	37,522	43,836
Sept	7,342	27,202	39,298	36,784
Oct	7,514	32,325	37,650	44,720
Nov	7,091	29,835	30,923	35,825
Dec	7,208	31,743	27,051	
Jan	8,026	30,570	34,236	
Feb	15,858	29,368	35,541	
Mar	17,731	38,395	39,611	
April	20,820	35,114	33,474	
May	21,152	35,480	40,027	
June	22,011	33,845	39,942	
TOTAL	147,942	374,211	431,941	202,300



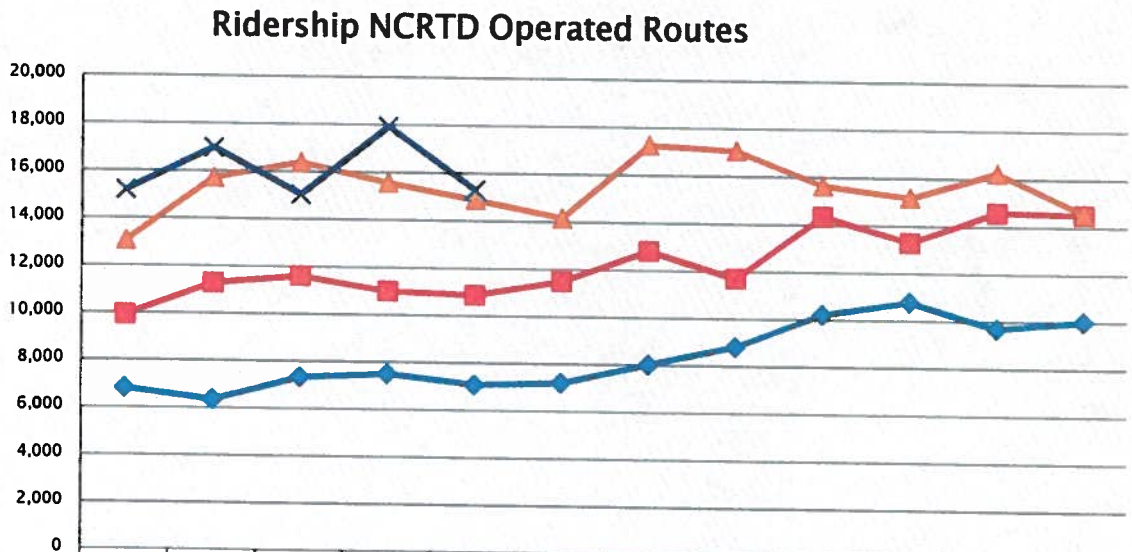
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 09-10	6,830	6,359	7,342	7,514	7,091	7,208	8,026	15,858	17,731	20,820	21,152	22,011
FY 10-11	26,655	23,679	27,202	32,325	29,835	31,743	30,570	29,368	38,395	35,114	35,480	33,845
FY 11-12	36,666	37,522	39,298	37,650	30,923	27,051	34,236	35,541	39,611	33,474	40,027	39,942
FY 12-13	41,135	43,836	36,784	44,720	35,825							

Performance Measure - Administrative:

Ridership Tracking of NCRTD Operated Routes

This ridership data is collected by the NCRTD drivers for all routes operated by the District. This includes 20 fixed and commuter routes as well as the demand response routes. Totaling the number of one way trips on NCRTD routes, allows staff to evaluate effectiveness and to ensure that the service is reaching areas in the district that have high demand for accessible mobility. Sandoval/Valencia counties were selected as a local/in-state comparison benchmark.

	FY 09-10	FY 10-11	FY 11-12	FY 12-13
July	6,830	9,942	13,081	15,200
Aug	6,359	11,300	15,739	16,995
Sept	7,342	11,614	16,397	15,052
Oct	7,514	11,011	15,567	17,943
Nov	7,091	10,885	14,886	15,317
Dec	7,208	11,504	14,167	
Jan	8,026	12,824	17,274	
Feb	8,817	11,709	17,071	
Mar	10,230	14,356	15,650	
April	10,782	13,299	15,178	
May	9,712	14,586	16,244	
June	10,022	14,516	14,573	
TOTAL	99,933	147,546	185,827	80,507

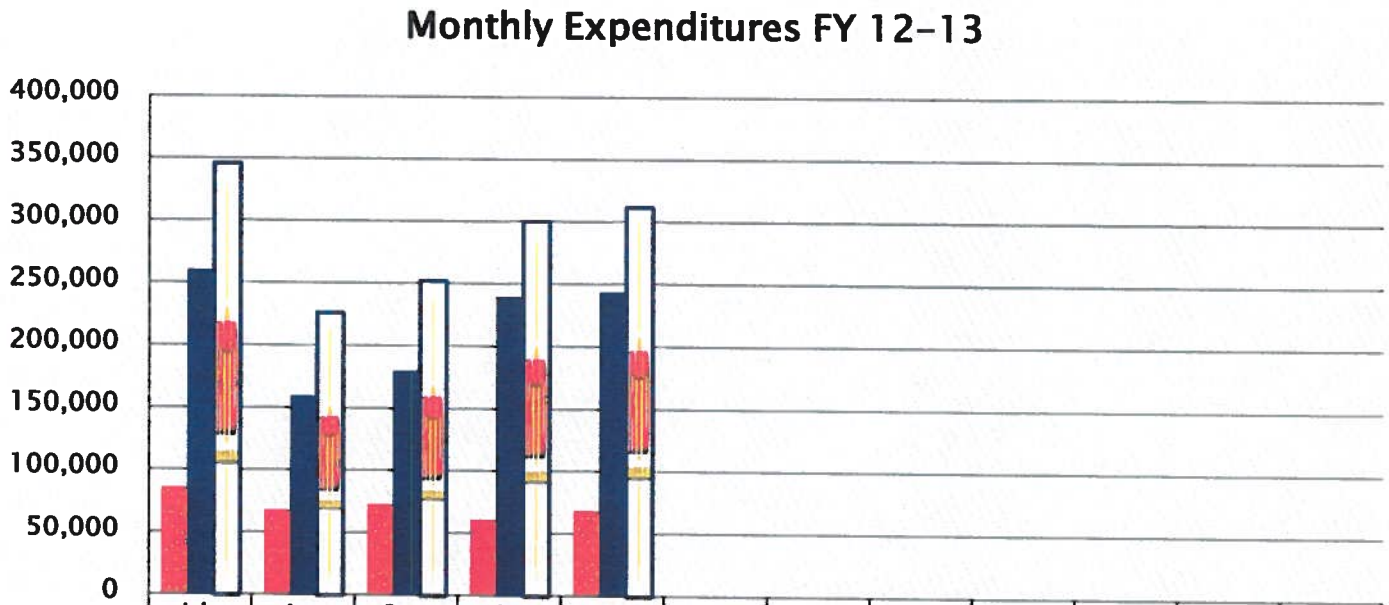


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 09-10	6,830	6,359	7,342	7,514	7,091	7,208	8,026	8,817	10,230	10,782	9,712	10,022
FY 10-11	9,942	11,300	11,614	11,011	10,885	11,504	12,824	11,709	14,356	13,299	14,586	14,516
FY 11-12	13,081	15,739	16,397	15,567	14,886	14,167	17,274	17,071	15,650	15,178	16,244	14,573
FY 12-13	15,200	16,995	15,052	17,943	15,317							

Performance Measure - Administrative:

Monthly Expenditures for Administrative and Operating

The NCRTD's Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the expenditures to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. Tracking the budget and monitoring operational costs allows management to target specific dollar amounts when creating future budgets and requesting federal funding from the NM Department of Transportation.

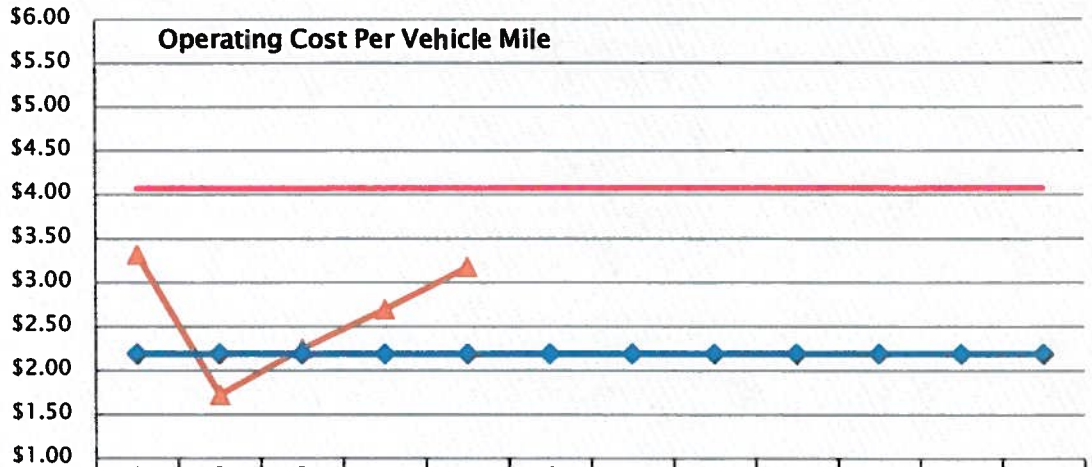


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Admin	85431.3	67751.1	72414	60747	68142							
Operating	260498	158801	179834	239655	243827							
Total	345929	226552	252248	300402	311969							

Performance Measure - Administrative:

Operational Cost per Vehicle Mile

Cost per vehicle mile is the total operating costs per month in relation to the total vehicle miles per month traveled on NCRTD routes. The mileage data is logged daily for each route and compiled into a monthly report. Monthly operating costs are obtained from the Monthly Expenditures (chart above) and the number of miles travelled for NCRTD operated routes. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District's route operations. This measurement is a beneficial tool for the planning and operation's departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per mile vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties' annual average are used as a local/in state comparable benchmark, even though their system is smaller than NCRTD. Data from the 2012 Rural Transit Data Fact Book, specifically FTA's District 6 (our district) annual cost per mile is included as a benchmark.

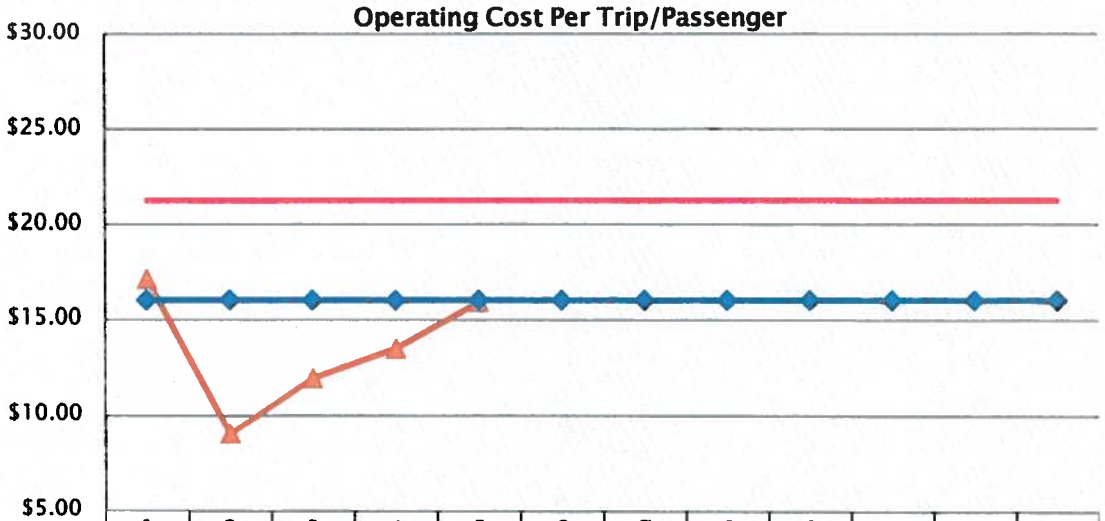


	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Mile	$3.32	$1.72	$2.25	$2.70	$3.18							
Sandoval/Valencia	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07
Region 6 Total Cost Per Mile	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19

Performance Measure - Administrative:

Operating Cost per Trip

When transit data is collected, passengers, riders and rides are counted and referred to as "trips." One passenger can generate several trips in a day, and these are counted individually. Example, a particular rider may board in Questa (1 trip) and transfer to the Taos to Espanola bus (1 trip) and again transfer to the Santa Fe bus in Espanola (1 trip) for a total of three trips. The cost per trip is computed on a monthly basis by dividing the monthly operating costs from the Monthly Expenditures (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties' annual average are used as a local/in state comparable benchmark, even though their system is smaller than the NCRTD. Data from the 2012 Rural Transit Data Fact Book, specifically FTA's District 6 (our district) annual cost per trip is included as a benchmark.

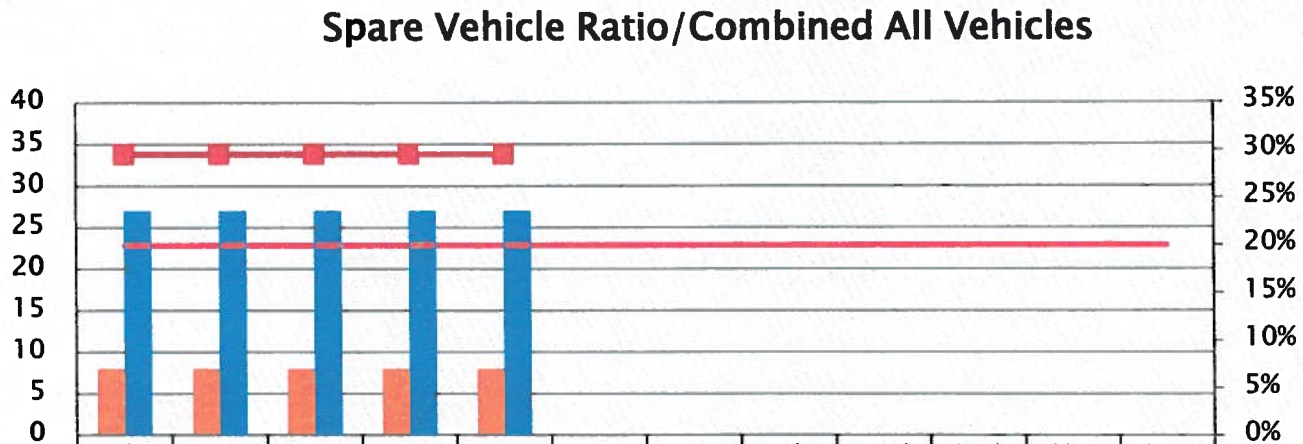


	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Trip	$17.14	$9.05	$11.95	$13.49	$15.92							
Sandoval/Valencia	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24
Region 6 Total Cost Per Trip	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03

Performance Measure - Fleet:

Spare Vehicle Ratio/Combined all Vehicles

FTA defines the spare ratio as the percentage of spare vehicles in comparison to the number of vehicles required for annual maximum service. Recommended FTA spare vehicle ratio is 20% for fleets over 50 vehicles. NCRTD's fleet totals 35 and is exempt from this guideline but it is a good benchmark to keep in place. With an annual maximum service of 27 and a backup fleet of 8, the backup ratio is 30%. This higher number is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These backup vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns.

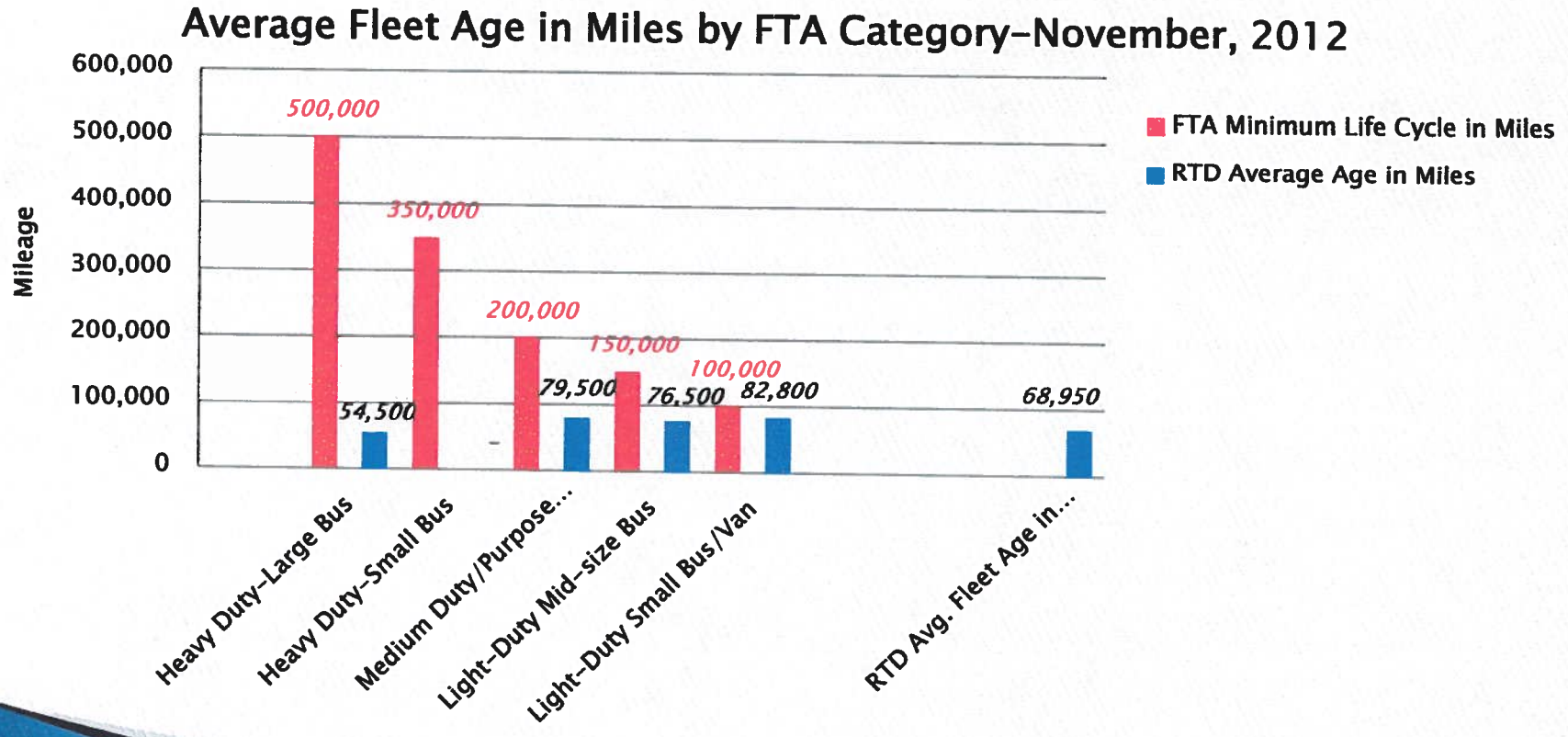


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Spare Vehicles	8	8	8	8	8							
# Needed to run	27	27	27	27	27							
Spare Ratio	29.63%	29.63%	29.63%	29.63%	29.63%							
Recommended	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%

Performance Measure - Fleet:

Average Fleet Age

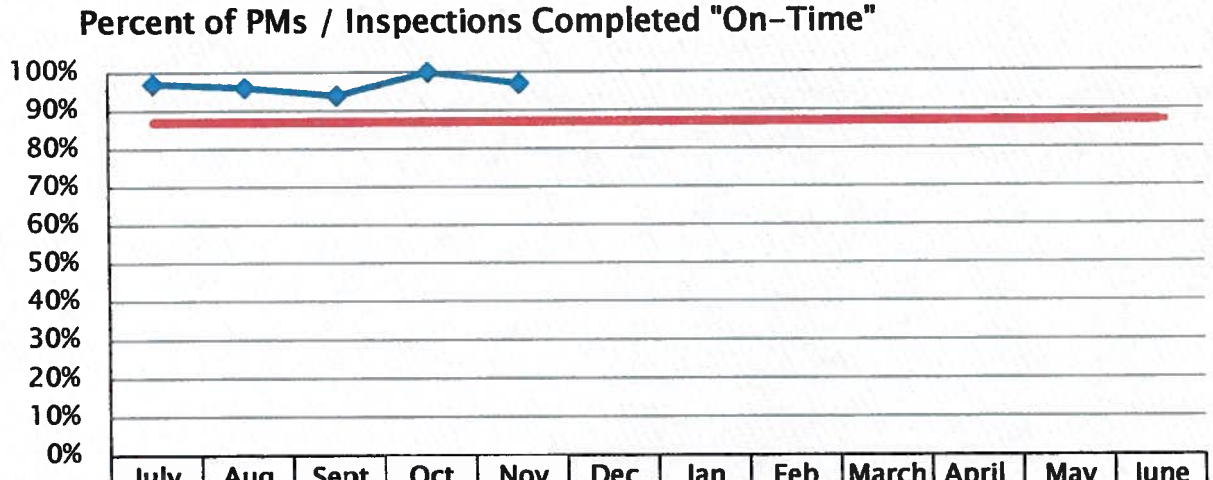
The FTA allows the use of years or mileage to attain usable life. The District uses mileage rather than the year of manufacture because of the large area of the district and the high number of miles traveled on an annual basis. This compares the age of specific kind of vehicles by mileage in accordance to the FTA guidelines. This is useful in fleet replacement planning. The numbers will vary month to month as mileages increase and old vehicles are replaced by new.



Performance Measure - Fleet:

Percentage of "On-Time" PM / Inspections

The federal benchmark for the percentage of "on-time" preventative maintenance (PMs) and inspections for the fleet is 87%. Inspections are required to be conducted within certain mileage timeframe by vehicle manufacturers for the various sizes of vehicles. Manufacturer's recommended maintenance schedules may range in mileage due to the component makeup of a particular vehicle. The FTA recommends they be conducted within the manufacturer's recommended maintenance schedule. However, as a sub recipient of NMDOT we are allowed varied standards as approved by NMDOT. With the variety of sizes and component makeup of District vehicles, we have determined and hold to a standard of 5000 mile intervals for the entire fleet. This ensures frequent safety inspections and PM services at reasonable intervals that result in a more dependable and safer fleet. This data is collected and tracked by the Fleet Maintenance Manager.

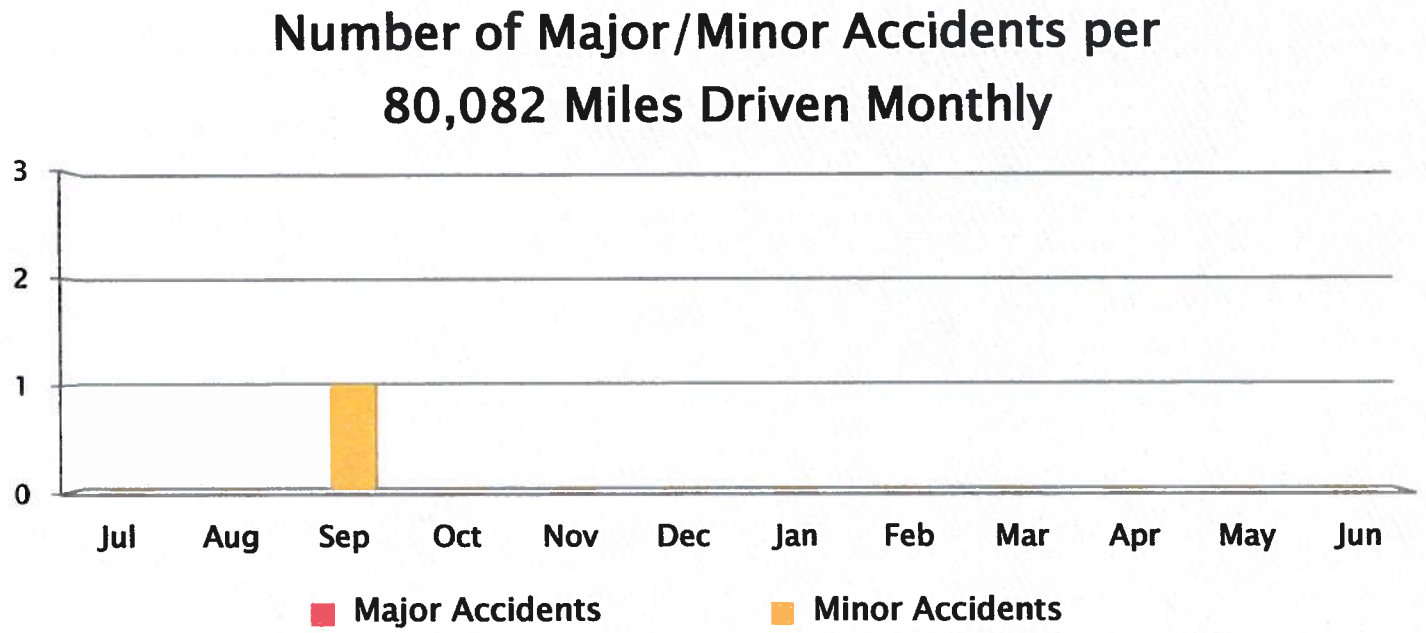


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY 12-13 RTD Maintenance	97	96	94	100	97							
FTA Recommendation	87	87	87	87	87	87	87	87	87	87	87	87

Performance Measure - Fleet:

Accidents per Month

This measurement shows us how many accidents occur within a month and to what frequency they occur. These are logged as minor or major accidents. A minor accident for example, is one where a driver hits a stationary object while backing but there is minimal damage. A major accident is one where there may be significant damage and/or injury, and a FTA Post accident drug screen is required. All accidents are reported to the Operations and Maintenance Manager to decide on what corrective action needs to be taken. There are established internal reporting and follow up procedures. All accidents, major or minor, are investigated and documented, and dealt with accordingly by the operations management team. As a result, disciplinary measures and/or driver re-training may be required by the outcome of the investigation.



Last Minor Accident – Sept 25, 2012	Miles Driven since last Minor Accident – 245,760
Last Major Accident – Dec 7, 2010	Miles Driven since last Major Accident – 1,721,257

Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorize by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

Complaints–

1. 5 - Dispatch/ scheduling errors complaints by demand response customers on the same day / This was due to a shift in work load to dispatchers having to fill in driving during a period of driver shortage. Dispatch recovered better scheduling immediately.

Complaints of Drivers –

1. Passenger complained that the demand response bus was late for her pick up / bus was actually within the timeframe of allowable arrival-pickup time.
2. Driver missed passenger at the Red Door stop on the Riverside route / investigation reveal driver did miss passenger. Appropriate actions taken with driver.
3. Driver was 10 minutes late for bus stop / complaint was found to be valid and appropriate actions taken with driver.
4. Driver appeared to be having a choking fir while driving / Driver did say that something got caught in his throat and caused him to momentarily choke and veer slightly towards the shoulder momentarily. He did regain composure quickly.

	Total	Scheduling	Driver Performance	Against other Passengers	Other	Percent of Ridership
July	9	2	4	3	0	0.06%
August	4	1	3	0	0	0.02%
Sept	5	0	5	0	0	0.03%
Oct	3	1	2	0	0	0.02%
Nov	9	5	3	0	0	0.06%
Dec						
January						
Feb						
March						
April						
May						
June						
Total	30	9	17	3	0	

Performance Measure – Customer Relations:

Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

1. State Police communicated directly with driver of Chimayo route at the Dollar Store stop, which the store manager requested we have the riders wait for the bus at the bus stop sign and not in the store.
2. An intoxicated man was blocking the isle not allowing a female passenger to exit the bus. When told to get out the way, he complied.
3. Driver refused service to an individual who was expressing erratic behavior and had spray painted his hands and face in order to be invisible.
4. An elderly demand response rider, when departing the bus, shook the driver's hand thanking her for the ride and then tried to kiss her. She told him; NO! NO! That is not allowed!
5. A senior man wet his pants on the bus. It was noticed as he was departing.
6. A disruptive passenger would not take advice from driver to control himself and use the seat belt. Driver called in for backup and the supervisor responded to scene and dealt with the individual.
7. Driver refused service at a bus stop to a female individual who was intoxicated and belligerent.
8. Passenger complained the music too loud on bus, and then left the bus as music was turned down.

	Total	Driver and Non Rider	Rider and Rider	Driver and Rider	Other	Percent of Ridership
July	6	2	4	0	0	0.04%
Aug	9	0	4	5	0	0.05%
Sept	8	0	0	0	8	0.05%
Oct	11	4	3	4		0.06%
Nov	8	1	1	5	1	0.05%
Dec						
Jan						
Feb						
March						
April						
May						
June						
Total	23	2	8	5	8	

North Central Regional Transit District
Financial Summary
As of December 28, 2012

Summary:
The North Central Regional Transit District (NCRTD) is currently reporting six months of financial activity. The standard for expenses that should be spent for the six month period is 50% of the budget.

The month of December does not reflect all expenses because the Finance Department will continue to process invoices for the remainder of the month.

All budget figures in the revenue and expense charts and tables have been divided using a straight-line method to allocate monthly budget figures. A comparative analysis in revenue and expenses is presented to compare the previous year operating results.

Financial Highlights

Revenue:
As of December 28, 2012, total revenue of $2,889,131 was received by NCRTD. The revenue consists of $2,339,710 of Gross Receipt Taxes (GRT) collected by participating counties, $502,581 of Federal Revenue, $46,840 of Proceeds from the Sale of Auctioned Vehicles, Transit Fares, Bank Interest and Miscellaneous Revenue.

The amounts collected in GRT for the months of Oct through December 2012 lag two months behind from the counties and some more then 3 months lag. Total collected to date is 33% of budgeted revenue.

Expenditures:
For the month ending December 28, 2012, NCRTD recognized expenditures totaling $2,711,705 which is 28% of total budgeted expenditures. This percentage is below the standard 50% for the time period, mostly due to quarterly (instead of monthly) payments to the City of Santa Fe and Los Alamos County for transit services.

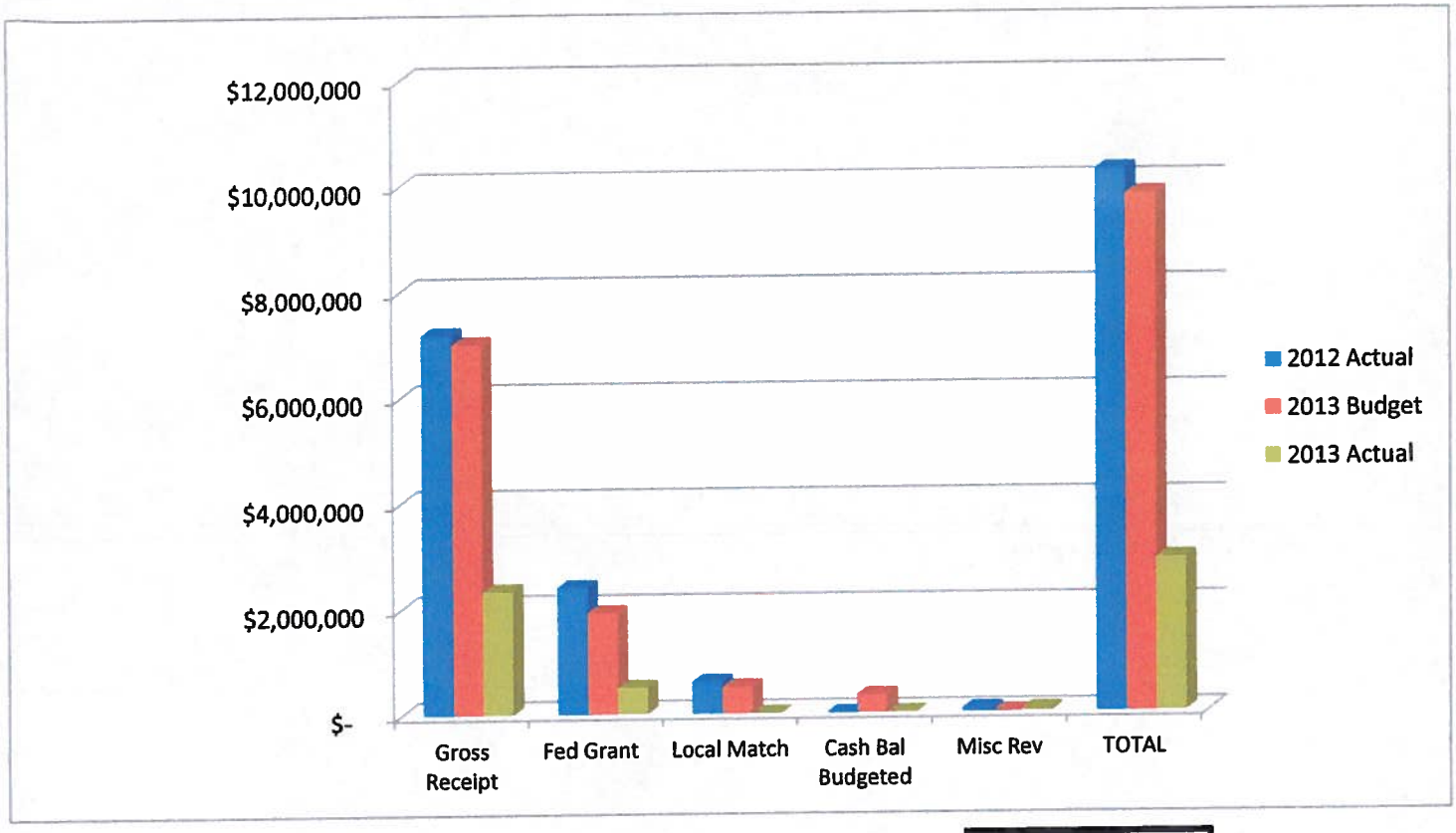
Of the $2,711,705 spent by NCRTD, $392,531 was in Administration, $1,974,019 in Operations and $345,155 was in Capital Outlay.

Administration has spent 33.7% of their budget, Operations has spent 27.8% and 22.8% in Capital Outlay.

This Financial Summary should be reviewed in conjunction with the Monthly Board Financial Report

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)
NCRTD Revenue by Sources
As of December 28th, 2012



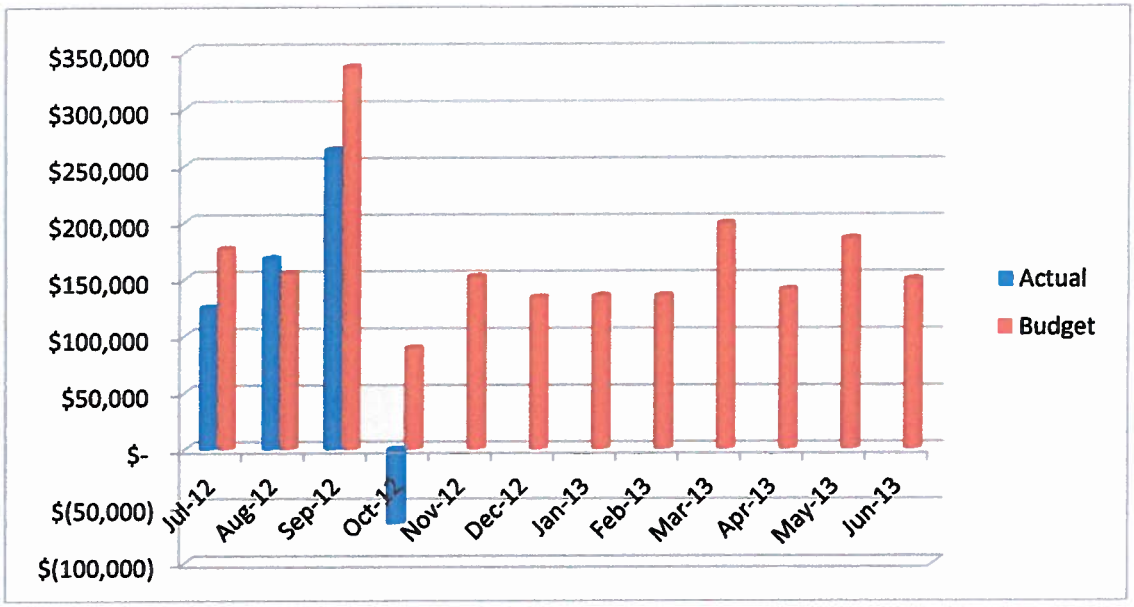
	2012 Actual	2013 Budget	2013 Actual	% of Actual vs budget
Gross Receipt	$ 7,183,334	$ 7,013,800	$ 2,339,710	33.4%
Fed Grant	$ 2,397,970	$ 1,917,879	$ 502,581	26.2%
Local Match	$ 600,000	$ 500,000	$ -	0.0%
Cash Bal Budgeted	$ -	$ 333,000	$ -	0.0%
Misc Rev	$ 56,140	$ -	$ 46,840	0.0%
TOTAL	$ 10,237,444	$ 9,764,679	$ 2,889,131	29.6%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Gross Receipts Revenue By County

LOS ALAMOS COUNTY



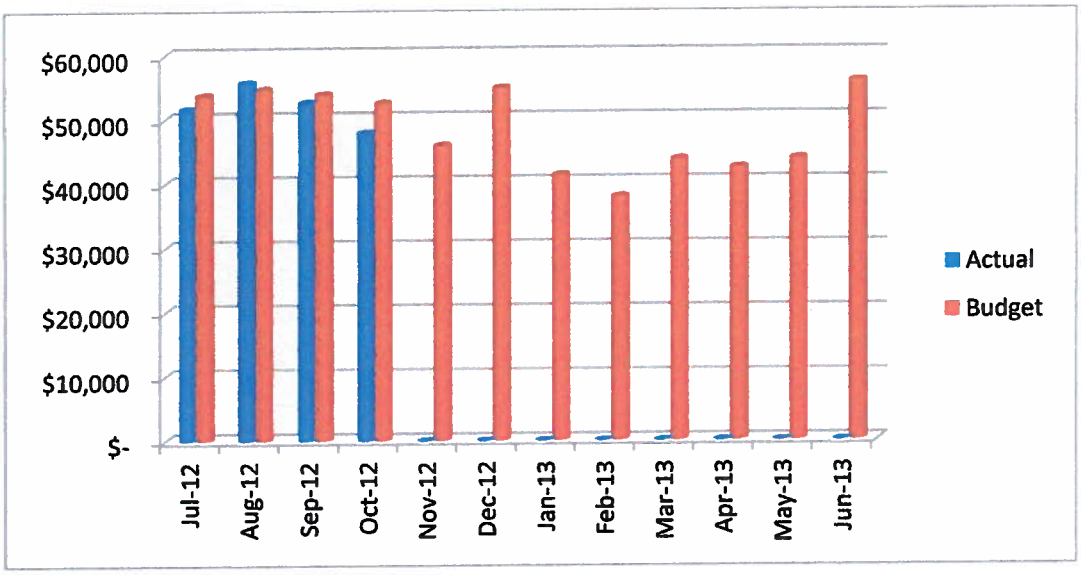
Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
9/24/2012	Jul-12	$ 124,560	$ 176,002	71%
10/26/2012	Aug-12	$ 167,973	$ 154,497	109%
11/26/2012	Sep-12	$ 263,631	$ 336,445	78%
TBD	Oct-12	$ (65,391)	$ 88,794	-74%
	Nov-12		$ 151,722	0%
	Dec-12		$ 133,190	0%
	Jan-13		$ 134,479	0%
	Feb-13		$ 134,677	0%
	Mar-13		$ 198,398	0%
	Apr-13		$ 140,028	0%
	May-13		$ 184,921	0%
	Jun-13		$ 148,848	0%
	YTD Total	$ 490,773	$ 1,982,001	25%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Gross Receipts Revenue By County

RIO ARRIBA COUNTY



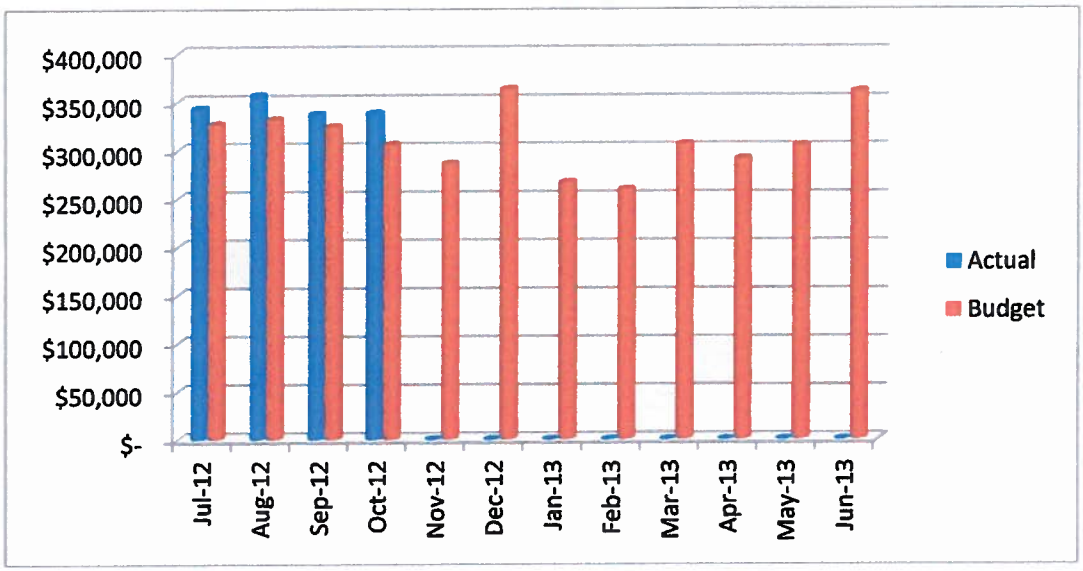
Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
Not Received	Jul-12	$ 51,622	$ 53,708	96%
11/8/2012	Aug-12	$ 55,703	$ 54,636	102%
Not Received	Sep-12	$ 52,600	$ 53,824	98%
Not Received	Oct-12	$ 47,945	$ 52,490	91%
	Nov-12	$ -	$ 45,878	0%
	Dec-12	$ -	$ 54,810	0%
	Jan-13	$ -	$ 41,238	0%
	Feb-13	$ -	$ 37,874	0%
	Mar-13	$ -	$ 43,674	0%
	Apr-13	$ -	$ 42,340	0%
	May-13	$ -	$ 43,732	0%
	Jun-13	$ -	$ 55,796	0%
	YTD Total	$ 207,869	$ 580,000	36%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Gross Receipts Revenue By County

SANTA FE COUNTY



Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
9/25/2012	Jul-12	$ 343,976	$ 327,152	105%
10/25/2012	Aug-12	$ 357,202	$ 331,996	108%
11/30/2012	Sep-12	$ 337,614	$ 324,357	104%
Not Received	Oct-12	$ 338,872	$ 305,913	111%
	Nov-12	$ -	$ 286,164	0%
	Dec-12	$ -	$ 363,295	0%
	Jan-13	$ -	$ 266,602	0%
	Feb-13	$ -	$ 259,150	0%
	Mar-13	$ -	$ 306,099	0%
	Apr-13	$ -	$ 290,822	0%
	May-13	$ -	$ 303,863	0%
	Jun-13	$ -	$ 360,686	0%
	YTD Total	$ 1,377,665	$ 3,726,099	37%

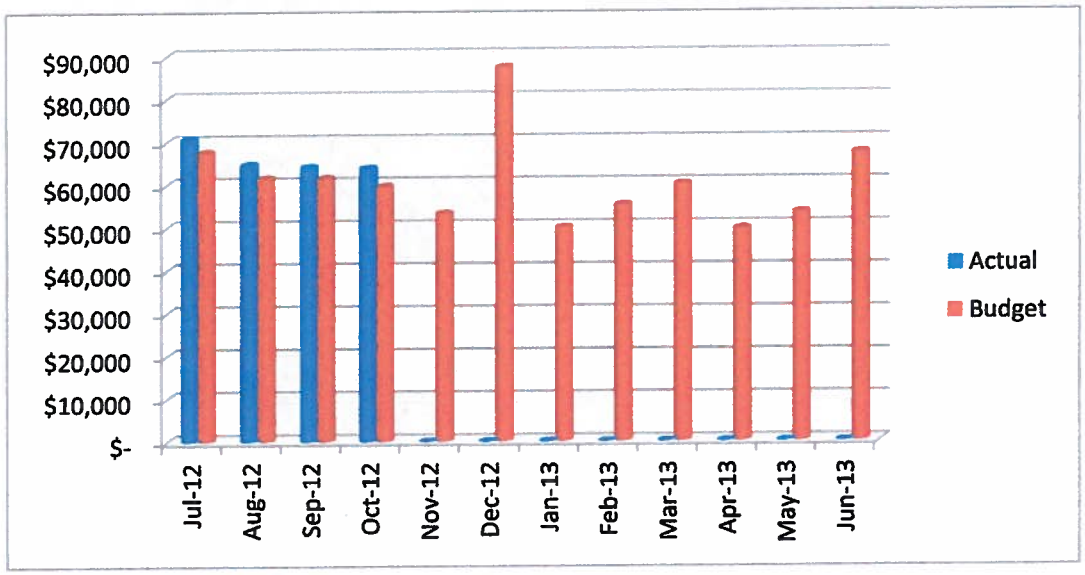
** Note one-half of the SF County GRT is allocated to Rio Metro

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Gross Receipts Revenue By County

TAOS COUNTY

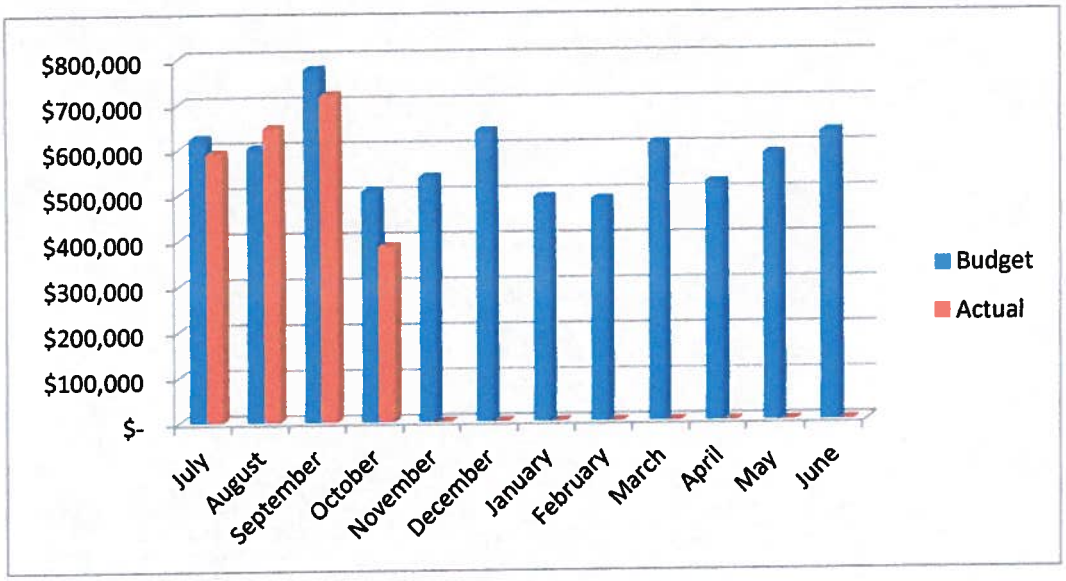


Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
9/22/2012	Jul-12	$ 70,690	$ 67,563	105%
10/22/2012	Aug-12	$ 64,738	$ 61,467	105%
11/26/2012	Sep-12	$ 64,133	$ 61,467	104%
Not Received	Oct-12	$ 63,843	$ 59,507	107%
	Nov-12	$ -	$ 53,158	0%
	Dec-12	$ -	$ 87,374	0%
	Jan-13	$ -	$ 49,892	0%
	Feb-13	$ -	$ 55,153	0%
	Mar-13	$ -	$ 60,015	0%
	Apr-13	$ -	$ 49,529	0%
	May-13	$ -	$ 53,303	0%
	Jun-13	$ -	$ 67,272	0%
	YTD Total	$ 263,404	$ 725,700	36%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Gross Receipts Revenue Thru December 28th, 2012



Budget to Actual FY2013

($ thousands)

	Budget	Actual	Actual Revenue % of Monthly Budget
July	$ 624,424	$ 590,847	95%
August	$ 602,595	$ 645,616	107%
September	$ 776,092	$ 717,978	93%
October	$ 506,704	$ 385,269	76%
November	$ 536,922	$ -	0%
December	$ 638,669	$ -	0%
January	$ 492,211	$ -	0%
February	$ 486,854	$ -	0%
March	$ 608,187	$ -	0%
April	$ 522,719	$ -	0%
May	$ 585,819	$ -	0%
June	$ 632,603	$ -	0%
	$ 7,013,799	$ 2,339,710	33%

Prior Year vs. Current Year

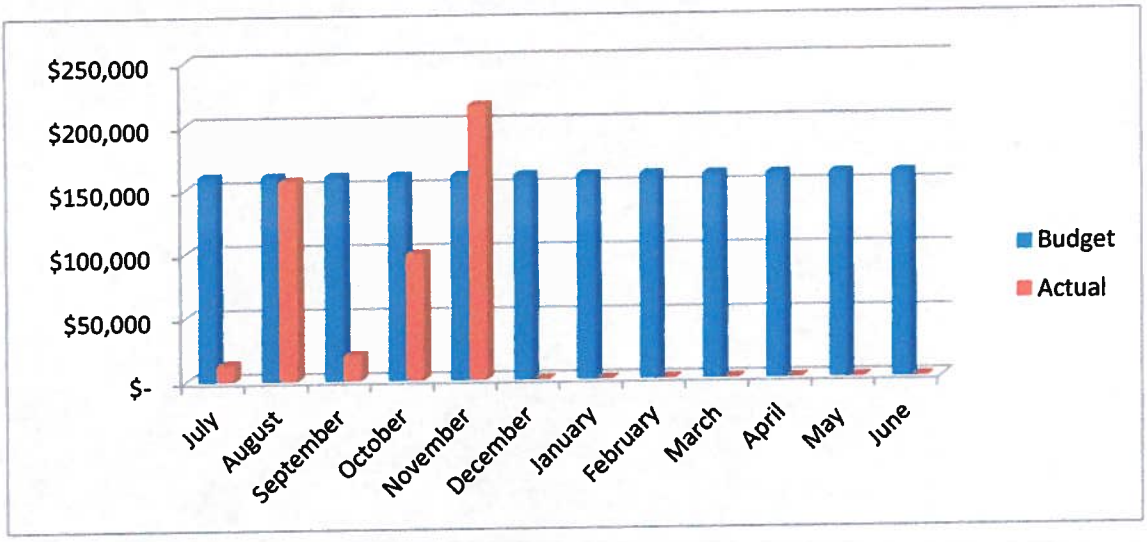
($ thousands)

	Prior Year FY2012	Current Year FY2013	Inc/Dec from Prior Year to Current Year
July	$ 537,428	$ 590,847	$ 53,419
August	$ 637,978	$ 645,616	$ 7,638
September	$ 890,381	$ 717,978	$ (172,403)
October	$ 421,413	$ 385,269	$ (36,144)
November	$ 487,320	$ -	$ (487,320)
December	$ 706,831	$ -	$ (706,831)
January	$ 607,499	$ -	$ (607,499)
February	$ 354,166	$ -	$ (354,166)
March	$ 641,741	$ -	$ (641,741)
April	$ 669,266	$ -	$ (669,266)
May	$ 552,255	$ -	$ (552,255)
June	$ 521,420	$ -	$ (521,420)
	$ 7,027,698	$ 2,339,710	$ (4,687,988)

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Grant Revenue



Budget to Actual FY2013
($ thousands)

	Budget	Actual	Actual Revenue % of Monthly Budget
July	$ 159,823	$ 12,892	8%
August	$ 159,823	$ 156,324	98%
September	$ 159,823	$ 20,023	13%
October	$ 159,823	$ 98,589	62%
November	$ 159,823	$ 214,753	134%
December	$ 159,823	$ -	0%
January	$ 159,823	$ -	0%
February	$ 159,823	$ -	0%
March	$ 159,823	$ -	0%
April	$ 159,823	$ -	0%
May	$ 159,823	$ -	0%
June	$ 159,823	$ -	0%
	$ 1,917,879	$ 502,581	26%

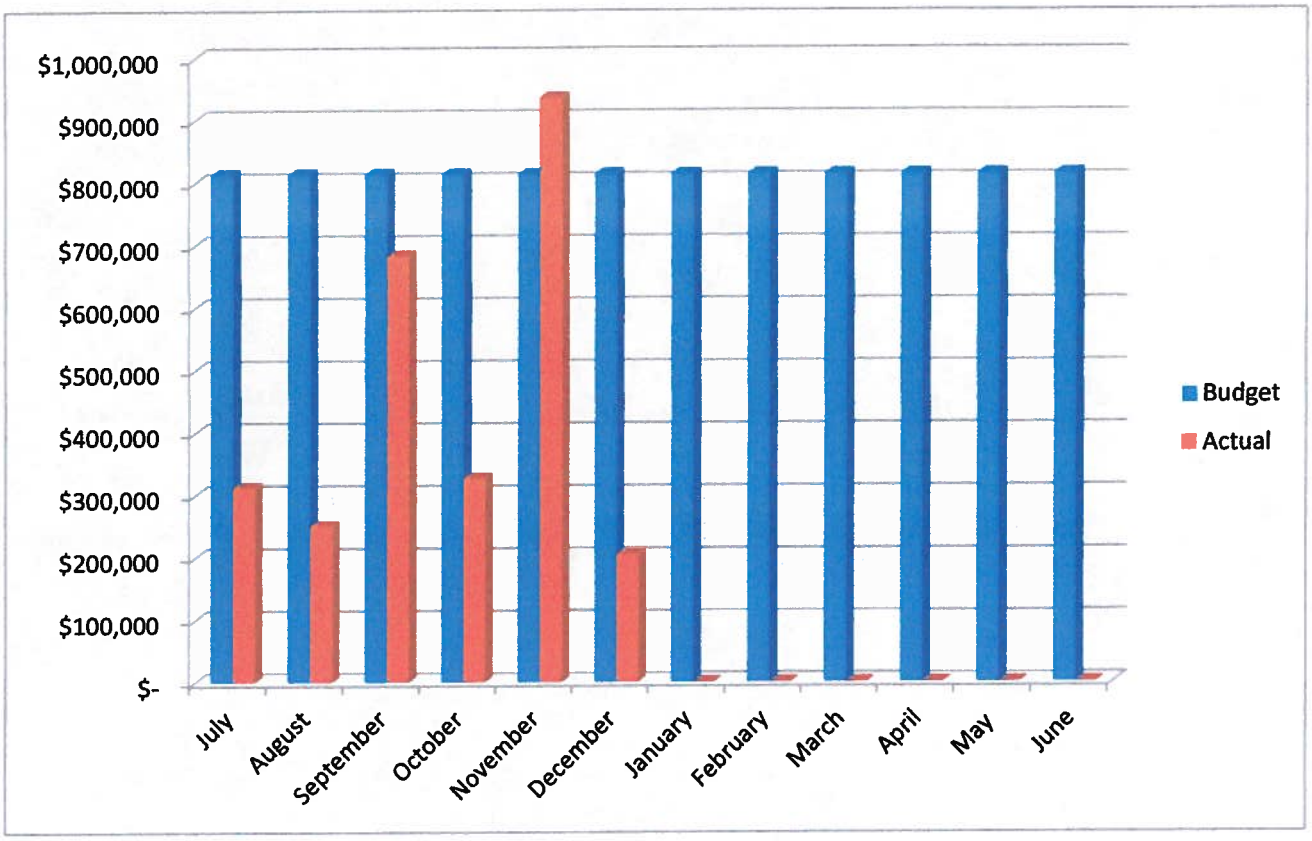
Prior Year vs. Current Year
($ thousands)

	Prior Year FY2012	Current Year FY2013	Inc/Dec from Prior Year to Current Year
July	$ 117,255	$ 12,892	$ (104,363)
August	$ 277,214	$ 156,324	$ (120,890)
September	$ 147,307	$ 20,023	$ (127,284)
October	$ 106,559	$ 98,589	$ (7,970)
November	$ -	$ 214,753	$ 214,753
December	$ 78,638	$ -	$ (78,638)
January	$ 166,375	$ -	$ (166,375)
February	$ 630,114	$ -	$ (630,114)
March	$ 160,966	$ -	$ (160,966)
April	$ 315,561	$ -	$ (315,561)
May	$ 153,703	$ -	$ (153,703)
June	$ 192,660	$ -	$ (192,660)
	$ 2,346,352	$ 502,581	

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

NCRTD BUDGET EXPENDITURES OVERALL



Budget to Actual FY2013
($ thousands)

	Budget	Actual	Inc/Dec of Budget vs Actual
July	$ 813,723	$ 311,904	$ 501,819
August	$ 813,723	$ 250,791	$ 562,932
September	$ 813,723	$ 682,868	$ 130,855
October	$ 813,723	$ 326,905	$ 486,818
November	$ 813,723	$ 935,849	$ (122,125)
December	$ 813,723	$ 203,388	$ 610,335
January	$ 813,723	$ -	$ 813,723
February	$ 813,723	$ -	$ 813,723
March	$ 813,723	$ -	$ 813,723
April	$ 813,723	$ -	$ 813,723
May	$ 813,723	$ -	$ 813,723
June	$ 813,723	$ -	$ 813,723
	$ 9,764,680	$ 2,711,705	$ 7,052,975

28%

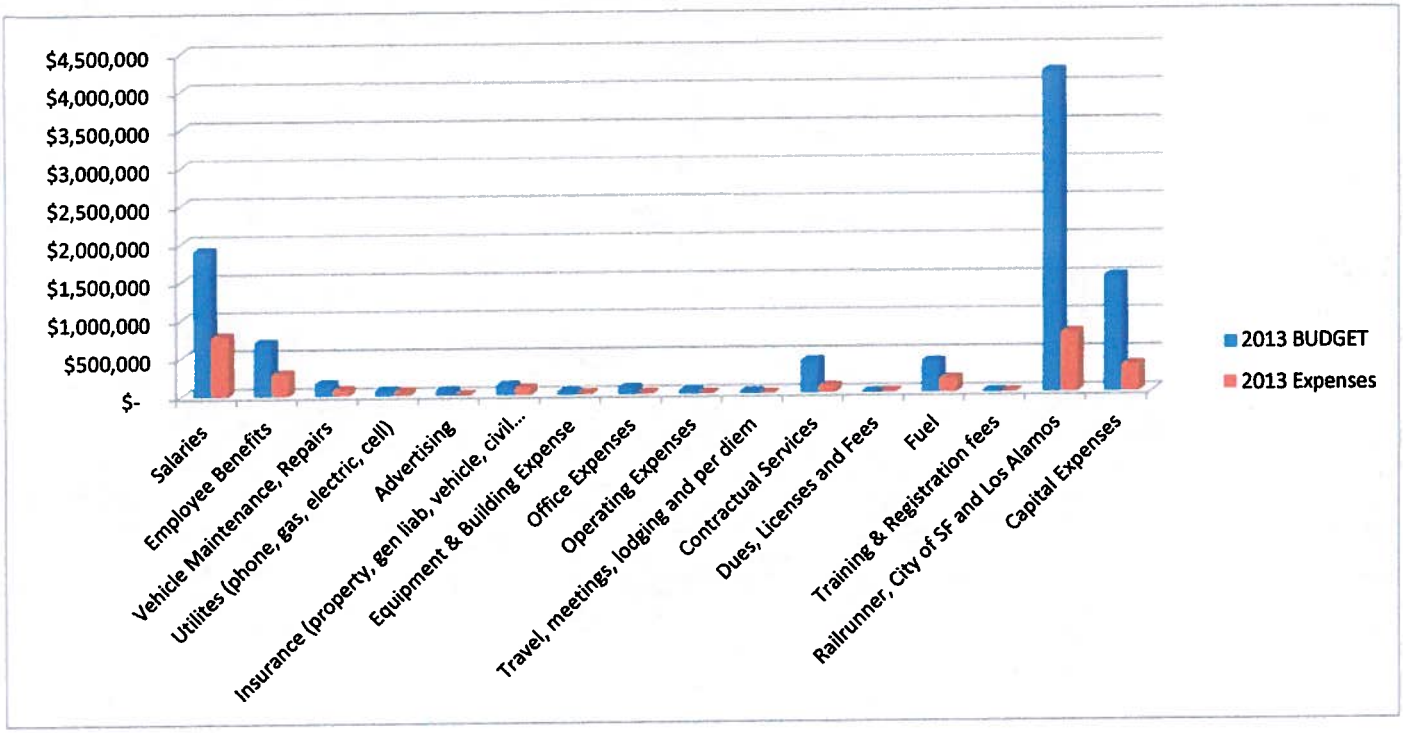
TOTAL NCRTD Budget

MONTHLY BOARD REPORT

FY2013 (July 1, 2021 to June 30, 2013)

NCRTD Expenses by Type

As of December 28th, 2012



Comparative Expenses by Type

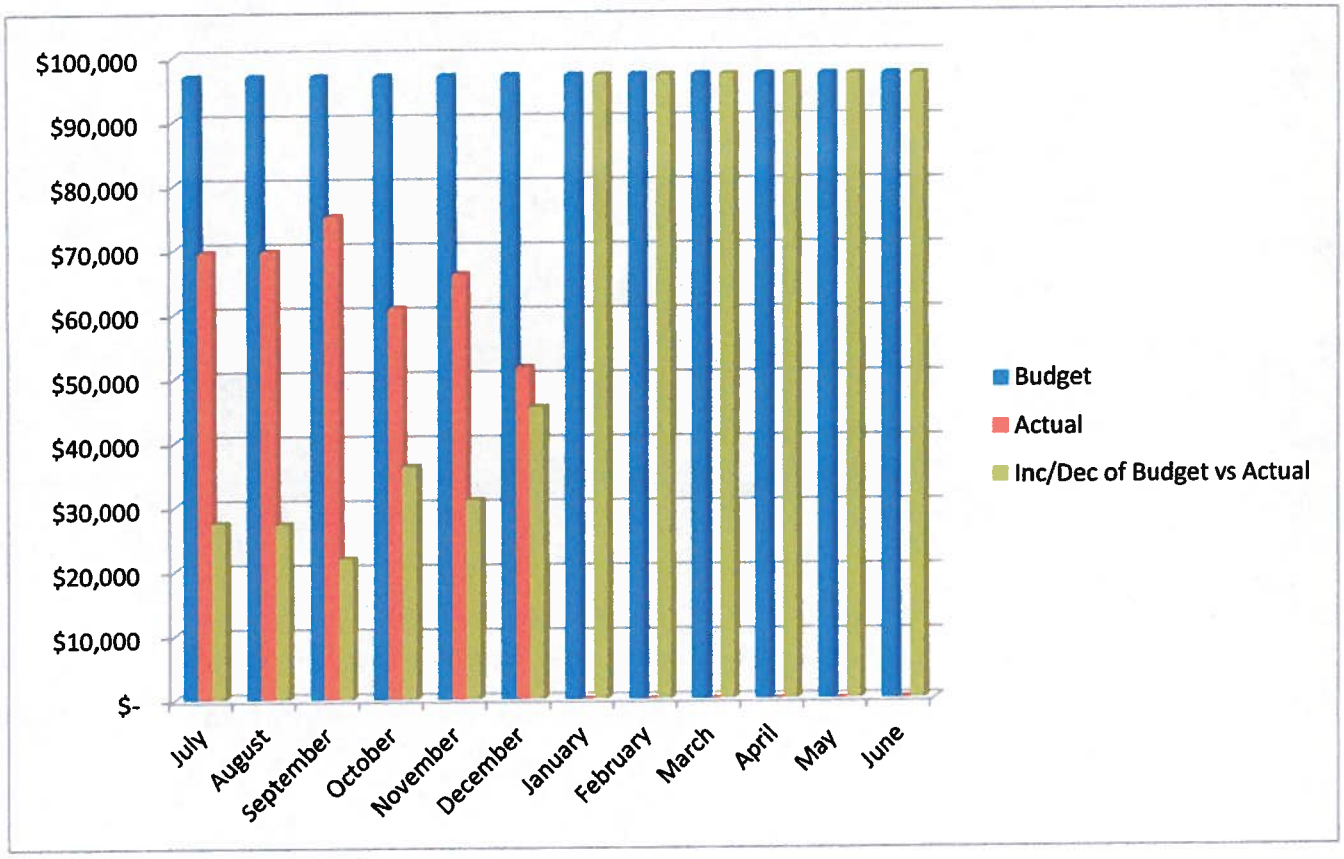
	2013 BUDGET	2013 Expenses	YTD Budget Variance -50%
	$	$	
Salaries	$ 1,903,838	$ 783,029	41.1%
Employee Benefits	$ 696,278	$ 285,499	41.0%
Vehicle Maintenance, Repairs	$ 159,000	$ 73,364	46.1%
Utilites (phone, gas, electric, cell)	$ 65,332	$ 39,994	61.2%
Advertising	$ 61,350	$ 10,080	16.4%
Insurance (property, gen liab, vehicle, civil rights)	$ 130,000	$ 85,956	66.1%
Equipment & Building Expense	$ 38,900	$ 16,018	41.2%
Office Expenses	$ 81,765	$ 14,432	17.7%
Operating Expenses	$ 37,400	$ 4,647	12.4%
Travel, meetings, lodging and per diem	$ 23,811	$ 2,174	9.1%
Contractual Services	$ 421,300	$ 85,985	20.4%
Dues, Licenses and Fees	$ 6,600	$ 6,922	104.9%
Fuel	$ 408,600	$ 177,053	43.3%
Training & Registration fees	$ 9,900	$ 515	5.2%
Railrunner, City of SF and Los Alamos	$ 4,208,280	$ 777,435	18.5%
Capital Expenses	$ 1,512,326	$ 348,602	23.1%
TOTAL	$ 9,764,680	$ 2,711,705	27.8%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Administration Expense Summary

Year to Date Budget Variance - 50%



Budget to Actual FY2013
($ thousands)

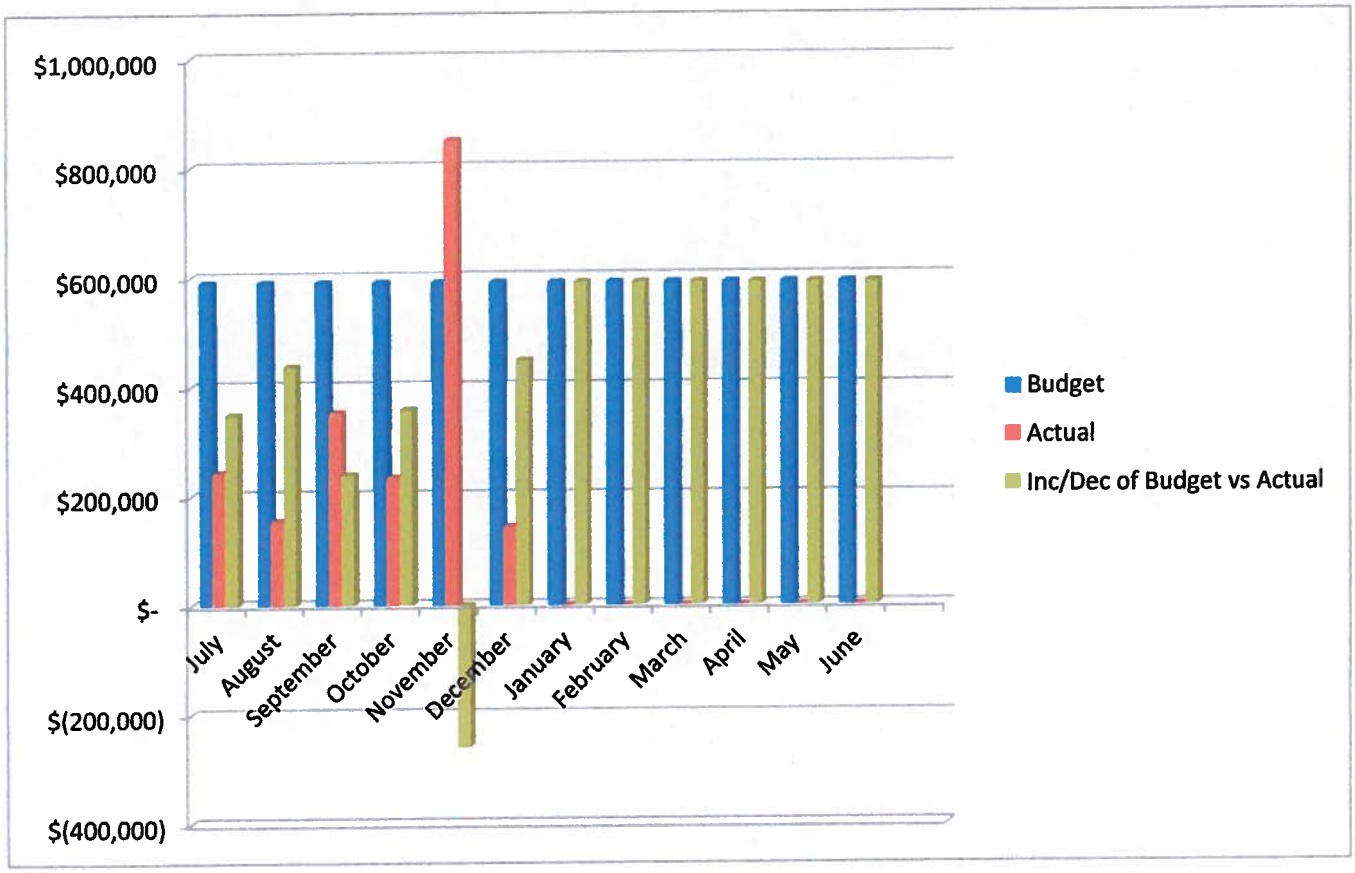
	Budget	Actual	Inc/Dec of Budget vs Actual	YTD Budget Variance -50%
July	$ 96,949	$ 69,511	$ 27,438	71.7%
August	$ 96,949	$ 69,675	$ 27,274	71.9%
September	$ 96,949	$ 75,062	$ 21,887	77.4%
October	$ 96,949	$ 60,747	$ 36,202	62.7%
November	$ 96,949	$ 65,999	$ 30,950	68.1%
December	$ 96,949	$ 51,536	$ 45,413	53.2%
January	$ 96,949	$ -	$ 96,949	0.0%
February	$ 96,949	$ -	$ 96,949	0.0%
March	$ 96,949	$ -	$ 96,949	0.0%
April	$ 96,949	$ -	$ 96,949	0.0%
May	$ 96,949	$ -	$ 96,949	0.0%
June	$ 96,949	$ -	$ 96,949	0.0%
	$ 1,163,388	$ 392,531		33.7%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Operating Expense Summary

Year to Date Budget Variance - 50%



Budget to Actual FY2013
($ thousands)

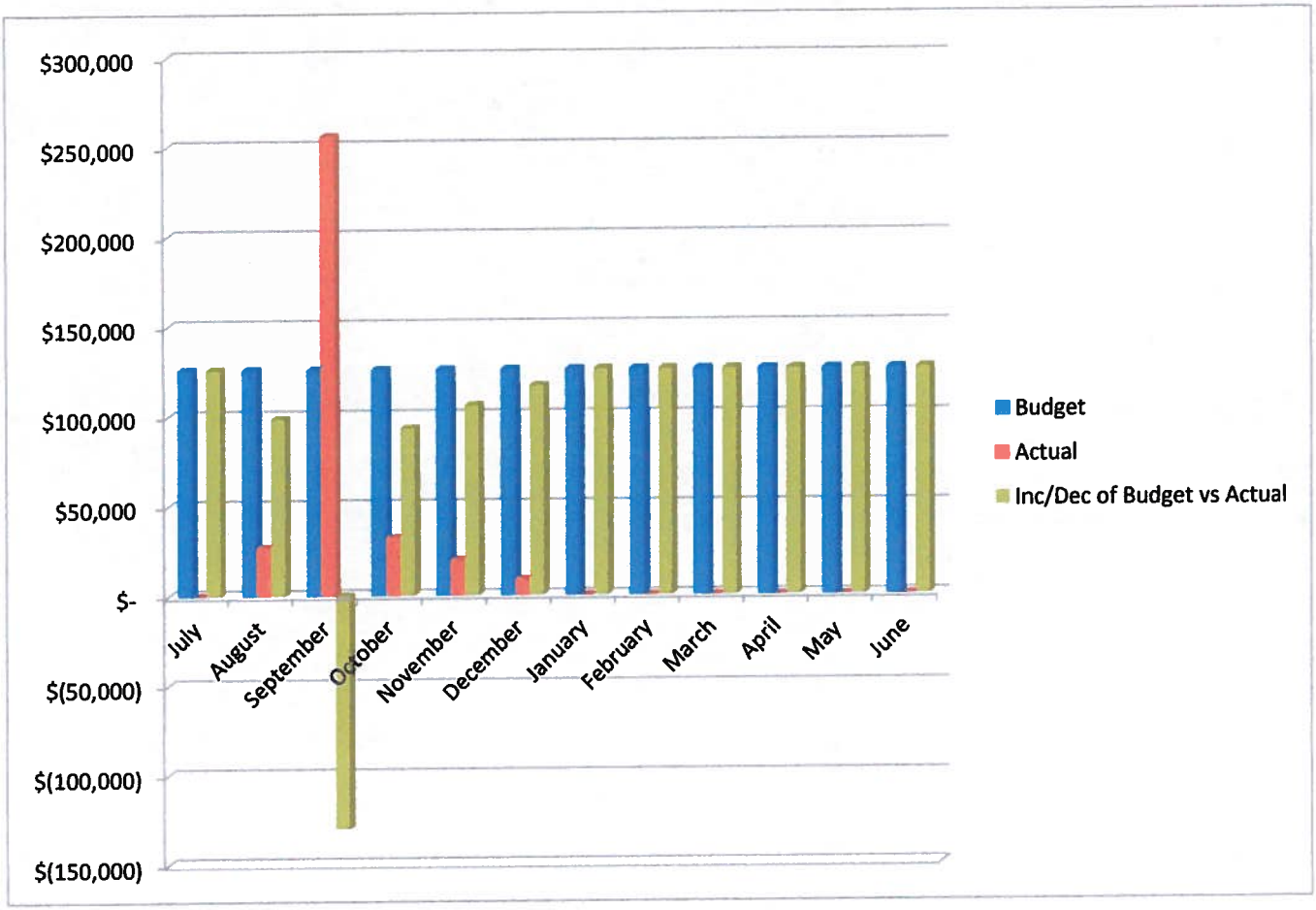
	Budget	Actual	Inc/Dec of Budget vs Actual	YTD Budget Variance -50%
July	$ 590,747	$ 242,393	$ 348,354	41.0%
August	$ 590,747	$ 153,801	$ 436,946	26.0%
September	$ 590,747	$ 351,822	$ 238,925	59.6%
October	$ 590,747	$ 233,461	$ 357,286	39.5%
November	$ 590,747	$ 849,780	$ (259,033)	143.8%
December	$ 590,747	$ 142,762	$ 447,985	24.2%
January	$ 590,747	$ -	$ 590,747	0.0%
February	$ 590,747	$ -	$ 590,747	0.0%
March	$ 590,747	$ -	$ 590,747	0.0%
April	$ 590,747	$ -	$ 590,747	0.0%
May	$ 590,747	$ -	$ 590,747	0.0%
June	$ 590,747	$ -	590,747.17	0.0%
	$ 7,088,966	$ 1,974,019		27.8%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Capital Expense Summary

Year to Date Budget Variance - 50%



Budget to Actual FY2013
($ thousands)

	Budget	Actual	Inc/Dec of Budget vs Actual	YTD Budget Variance -50%
July	$ 126,027	$ -	$ 126,027	0%
August	$ 126,027	$ 27,315	$ 98,712	22%
September	$ 126,027	$ 255,984	$ (129,957)	203%
October	$ 126,027	$ 32,697	$ 93,331	26%
November	$ 126,027	$ 20,069	$ 105,958	16%
December	$ 126,027	$ 9,090	$ 116,937	7%
January	$ 126,027	$ -	$ 126,027	0%
February	$ 126,027	$ -	$ 126,027	0%
March	$ 126,027	$ -	$ 126,027	0%
April	$ 126,027	$ -	$ 126,027	0%
May	$ 126,027	$ -	$ 126,027	0%
June	$ 126,027	$ -	$ 126,027	0%
	$ 1,512,326	$ 345,155		22.8%

EXECUTIVE REPORT
For January 2013

EXECUTIVE

- Staff and I met with Santa Clara Hotel Management, security, police and Sheriff John Shijje regarding concerns and issues with the bus shelter and hotel site. A follow-up meeting with the Santa Clara representatives has been scheduled.
- Met with Representatives Debbie Rodella and Stephanie Richards Garcia regarding legislative requests.
- Chairman Barrone and I made a presentation to the Espanola City Council regarding the RTD's annual performance.
- Met with Santa Fe MPO Staff and Santa Fe Trails regarding Transit Service Plan development.
- Met with LAC Staff regarding ITS/AVL joint procurement.
- Conducted interviews for Service Development, Projects and Grant Specialist.
- Participated in NMPTA Board of Director's meeting.
- Met with Santa Fe County Public Safety representatives regarding changes to 599 services.
- Negotiated and redrafted Service Level Agreement with REDI NET.
- Finalized Agreement with LAC regarding funding for FY 2013.
- Met with various Board Members regarding tentative collective bargaining agreement.
- Continued negotiations with Teamsters Union and drafted and exchanged proposals regarding non-economic and economic issues.
- Drafted and finalized Legal Services Contract.
- Attended Rio Metro Board Meeting representing the District as an Ex Officio Member.
- Met weekly with Board Chair Barrone on various issues.
- Continued revision and creation of various NCRTD policies.
- Created and put together materials for the Finance Subcommittee October meeting and Board's January meeting.
- Maintained continuous communication with board members, subcommittee members, and Chair.
- Attendance at various NCRTD staff and subcommittee meetings, including Board, Finance and Tribal subcommittees meeting.
- Addressed a variety of employee human resources issues and prepared memorandums to document district actions.

OPERATIONS

- Participated with Executive Director in Union Negotiations towards a tentative agreement for board approval.
- Worked with District staff to develop recommendations to the Board on the Las Trampas Route.
- Working with Los Alamos County regarding the joint procurement of dispatch software with AVL components, utilizing Federal grant funds – RFP close to being released.
- Hired 4 new Drivers.
- Developing with staff: performance measures and ridership reports.

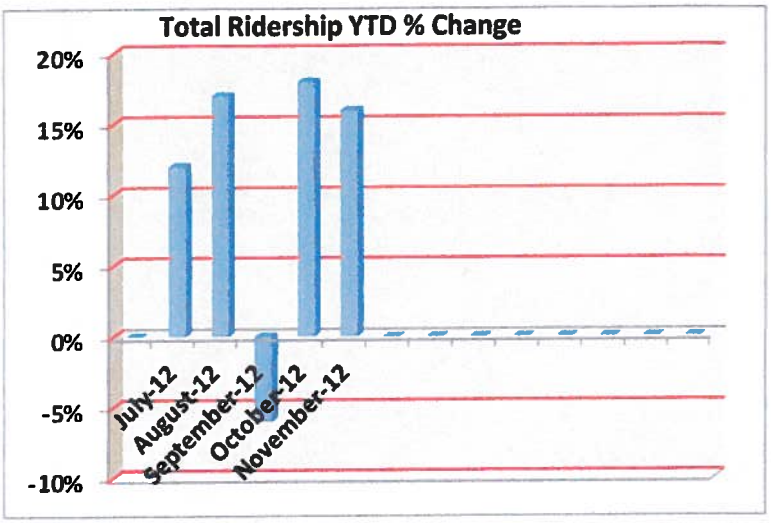
- Working with Fleet Manager on bus bid that went out on December 12.
- Working on the RFP for fuel station bid for the transit facility.

MARKETING/PUBLIC INFORMATION OFFICE

- Researched, wrote and issued RFP for Transit Advertising Services.
- Completed final edits for updated route map and prepared to deliver to printer.
- Met with representatives of MRCOG, NMDOT, Santa Fe Trails and New Mexico Department of Veteran Affairs to discuss joint marketing efforts to promote transportation services to Veterans in support of the Veterans Transportation and Community Living Initiative.
- Wrote and submitted article regarding NCRTD Holiday Giving Tree to benefit CYFD (New Mexico Children, Youth and Families Department) for NMPTA Newsletter.
- Wrote and disseminated press release and photo regarding NCRTD Holiday Giving Tree to benefit CYFD (New Mexico Children, Youth and Families Department).
- Completed advertising contracts with Los Alamos Monitor and Taos News.
- Wrote and disseminated Rider Alerts for Holiday Closures.
- Issued Rider Alerts as well as updated notices on website for inclement weather incidents on December 11 and 14.
- Prepared remarks and power point presentation for RTD presentation to the Española City Council.
- KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in December excluding Saturdays and Sundays.
- KSWV 810-AM in Santa Fe, :30 sec spot ran 20 times in December as well as 30 :20 sec promos announcing RTD sponsorship of the NM Trivia question of the day during the 7:30 AM ½ hour.
- Green Fire Times ¼ page ad ran in December issue.
- Chama Valley Times ¼ page ad ran in December issue.

NCRTD Monthly Ridership Summary

November 1, 2012 thru November 30, 2012



Calendar Operating Days

	This Year
Jul-12	21
Aug-12	23
Sep-12	19
Oct-12	22
Nov-12	19

Monthly System Totals

	This Year	Last Year	Difference	%Change
NCRTD Operated	15,317	14,886	431	3%
NCRTD Funded	35,825	30,923	4,902	16%
Systems Total	51,142	45,809	5,333	12%

Year to Date Totals

	This Year	Last Year	Difference	%Change
NCRTD Operated	80,324	77,298	3,026	4%
NCRTD Funded	121,793	106,389	15,404	14%
Systems Total	202,117	183,687	18,430	10%

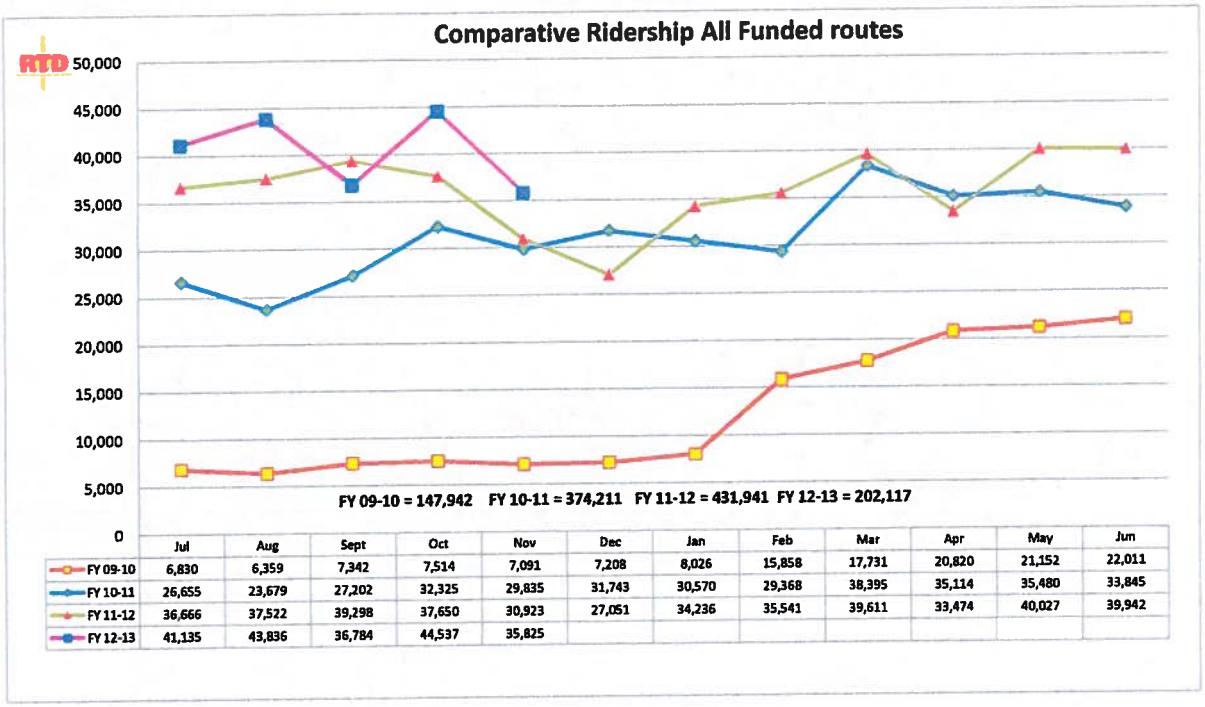
System Daily Averages

	This Year	Last Year	Difference	% Change
NCRTD Operated	945	743	202	27%
NCRTD Funded	1,433	984	449	46%
Systems Total	2378	1727	651	38%

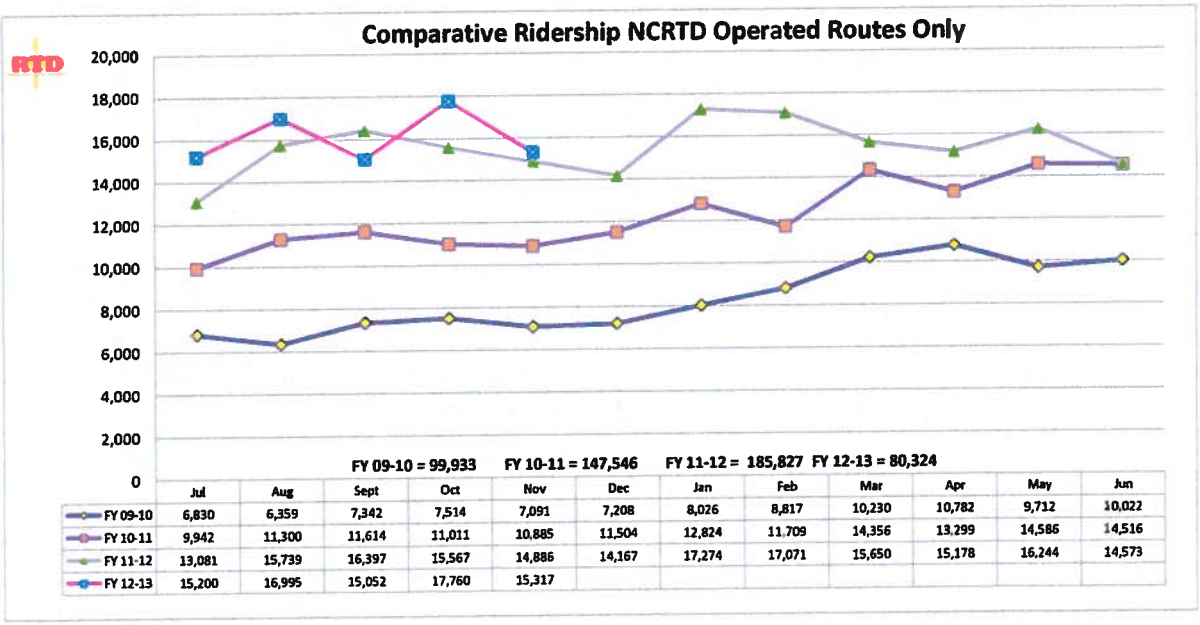
Total Ridership YTD % Change

July-12	12%
August-12	17%
September-12	-6%
October-12	18%
November-12	16%

Nov-2012
Ridership Report

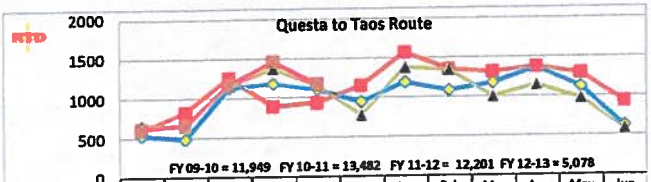


	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	6,830	6,359	7,342	7,514	7,091	7,208	8,026	15,858	17,731	20,820	21,152	22,011
FY 10-11	26,655	23,679	27,202	32,325	29,835	31,743	30,570	29,368	38,395	35,114	35,480	33,845
FY 11-12	36,666	37,522	39,298	37,650	30,923	27,051	34,236	35,541	39,611	33,474	40,027	39,942
FY 12-13	41,135	43,836	36,784	44,537	35,825							



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	6,830	6,359	7,342	7,514	7,091	7,208	8,026	8,817	10,230	10,782	9,712	10,022
FY 10-11	9,942	11,300	11,614	11,011	10,885	11,504	12,824	11,709	14,356	13,299	14,586	14,516
FY 11-12	13,081	15,739	16,397	15,567	14,886	14,167	17,274	17,071	15,650	15,178	16,244	14,573
FY 12-13	15,200	16,995	15,052	17,760	15,317							

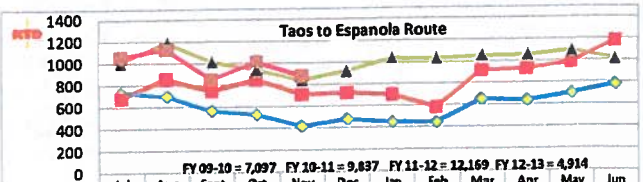
Questa to Taos Route



FY 09-10 = 11,949 FY 10-11 = 13,482 FY 11-12 = 12,201 FY 12-13 = 5,078

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	536	486	1133	1180	1105	947	1191	1085	1175	1367	1124	620
FY 10-11	591	824	1255	894	938	1149	1569	1351	1312	1375	1293	931
FY 11-12	662	642	1158	1376	1157	775	1380	1342	1000	1147	975	587
FY 12-13	616	654	1170	1459	1179							

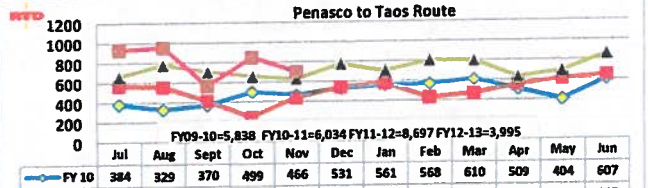
Taos to Espanola Route



FY 09-10 = 7,097 FY 10-11 = 9,837 FY 11-12 = 12,169 FY 12-13 = 4,914

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	734	700	564	529	419	480	450	446	653	639	701	782
FY 11	678	855	744	846	710	723	701	579	912	927	983	1179
FY 12	1002	1186	1012	935	841	922	1033	1028	1050	1055	1093	1012
FY 13	1051	1126	849	1009	879							

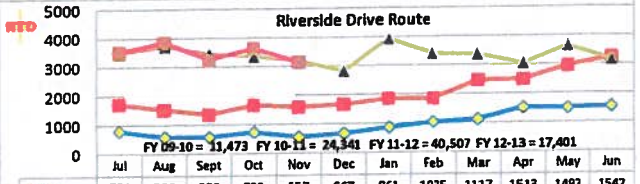
Penasco to Taos Route



FY09-10=5,838 FY10-11=6,034 FY11-12=8,697 FY12-13=3,995

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	384	329	370	499	466	531	561	568	610	509	404	607
FY 11	568	557	414	243	438	540	577	425	466	552	609	645
FY 12	662	778	709	660	629	776	705	803	796	630	690	859
FY 13	930	953	565	847	700							

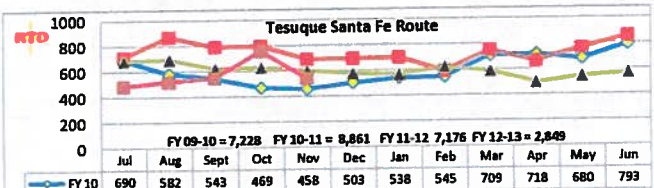
Riverside Drive Route



FY 09-10 = 11,473 FY 10-11 = 24,341 FY 11-12 = 40,507 FY 12-13 = 17,401

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	794	580	576	739	557	667	861	1035	1117	1513	1492	1542
FY 11	1720	1525	1349	1659	1590	1664	1846	1851	2467	2484	2946	3240
FY 12	3474	3720	3447	3357	3185	2813	3921	3395	3356	3051	3630	3158
FY 13	3526	3848	3257	3631	3139							

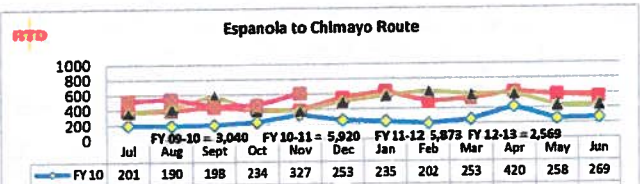
Tesuque Santa Fe Route



FY 09-10 = 7,228 FY 10-11 = 8,861 FY 11-12 7,176 FY 12-13 = 2,849

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	690	582	543	469	458	503	538	545	709	718	680	793
FY 11	710	869	790	796	690	693	698	589	747	664	762	853
FY 12	686	693	619	627	600	576	564	620	586	497	543	565
FY 13	485	519	548	756	541							

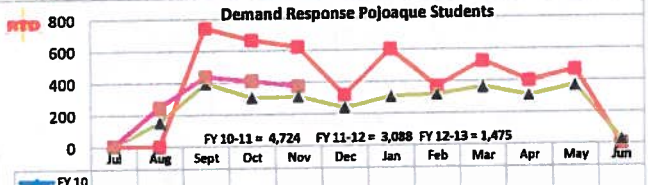
Espanola to Chimayo Route



FY 09-10 = 3,040 FY 10-11 = 5,920 FY 11-12 5,873 FY 12-13 = 2,569

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	201	190	198	234	327	253	235	202	253	420	258	269
FY 11	368	385	436	391	385	552	633	492	532	619	579	548
FY 12	363	416	583	376	381	500	574	635	580	594	434	437
FY 13	517	543	445	455	609							

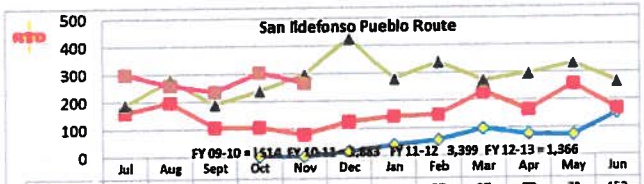
Demand Response Pojoaque Students



FY 10-11 = 4,724 FY 11-12 = 3,088 FY 12-13 = 1,475

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10												
FY 11	0	0	744	667	622	317	604	368	525	400	468	0
FY 12	0	154	394	304	309	240	307	317	362	308	367	26
FY 13	6	247	437	410	375							

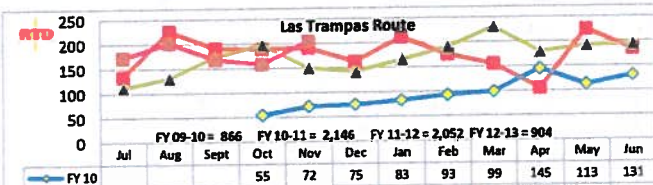
San Ildefonso Pueblo Route



FY 09-10 = 1514 FY 10-11 = 3,883 FY 11-12 3,399 FY 12-13 = 1,366

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10				0	0	18	40	57	97	77	73	152
FY 11	160	197	107	106	79	125	143	148	230	164	257	167
FY 12	189	277	190	237	297	426	279	338	272	296	332	266
FY 13	299	260	236	305	266							

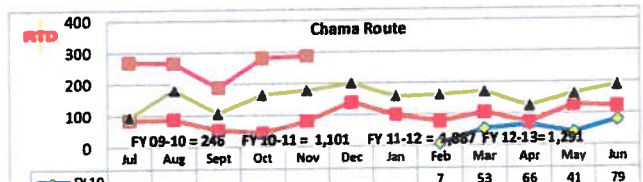
Las Trampas Route



FY 09-10 = 866 FY 10-11 = 2,146 FY 11-12 = 2,052 FY 12-13 = 904

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10				55	72	75	83	93	99	145	113	131
FY 11	133	226	191	189	191	162	211	175	155	105	224	184
FY 12	111	130	173	197	150	142	165	190	230	179	191	194
FY 13	172	202	168	158	204							

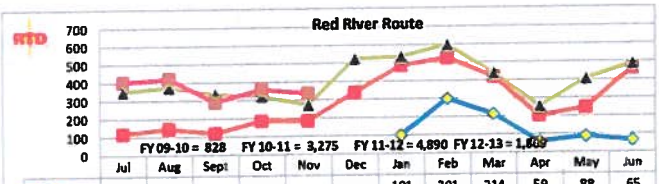
Chama Route



FY 09-10 = 245 FY 10-11 = 1,101 FY 11-12 = 1,887 FY 12-13 = 1,291

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10								7	53	66	41	79
FY 11	85	87	53	44	80	139	99	76	105	72	127	123
FY 12	95	181	106	164	177	199	157	161	171	125	163	188
FY 13	269	266	188	281	287							

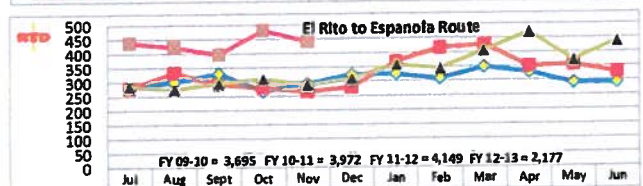
Red River Route



FY 09-10 = 828 FY 10-11 = 3,275 FY 11-12 = 4,890 FY 12-13 = 1,809

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10							101	301	214	59	88	65
FY 11	119	145	119	186	184	340	485	525	420	202	246	462
FY 12	350	373	333	322	272	524	534	597	438	254	406	487
FY 13	403	421	291	358	336							

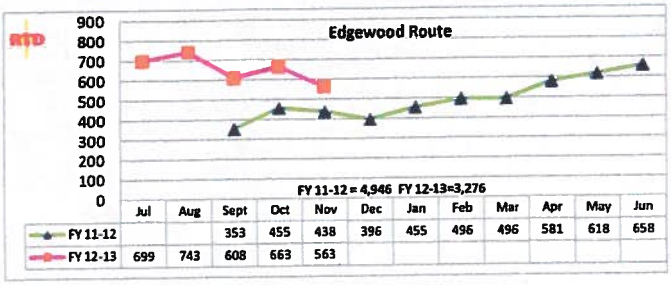
El Rito to Espanola Route



FY 09-10 = 3,695 FY 10-11 = 3,972 FY 11-12 = 4,149 FY 12-13 = 2,177

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	283	300	330	267	293	325	325	308	349	330	293	292
FY 11	279	332	292	278	265	280	369	416	427	350	356	328
FY 12	285	274	295	310	288	310	358	344	407	469	371	438
FY 13	438	422	396	480	441							

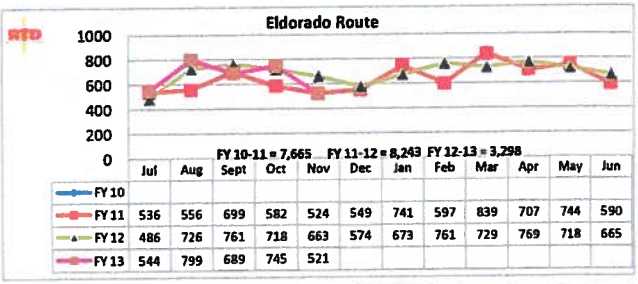
Edgewood Route



FY 11-12 = 4,946 FY 12-13=3,276

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 11-12			353	455	438	396	455	496	496	581	618	658
FY 12-13	699	743	608	663	563							

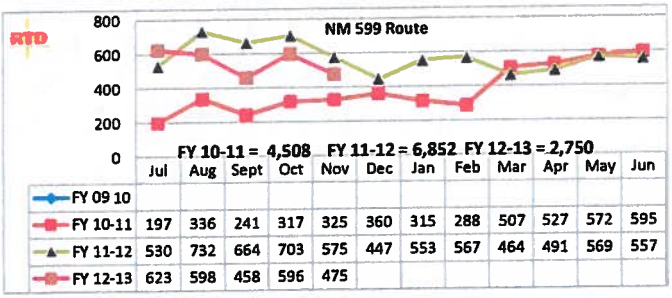
Eldorado Route



FY 10-11 = 7,665 FY 11-12 = 8,243 FY 12-13 = 3,298

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10												
FY 11	536	556	699	582	524	549	741	597	839	707	744	590
FY 12	486	726	761	718	663	574	673	761	729	769	718	665
FY 13	544	799	689	745	521							

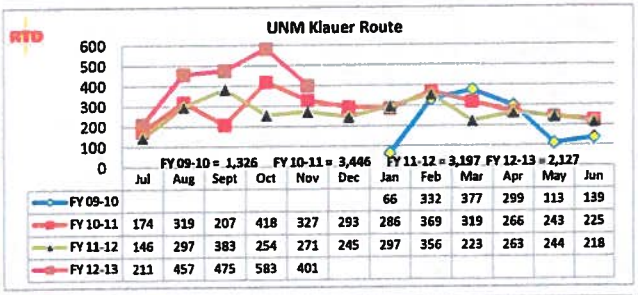
NM 599 Route



FY 10-11 = 4,508 FY 11-12 = 6,852 FY 12-13 = 2,750

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09 10												
FY 10-11	197	336	241	317	325	360	315	288	507	527	572	595
FY 11-12	530	732	664	703	575	447	553	567	464	491	569	557
FY 12-13	623	598	458	596	475							

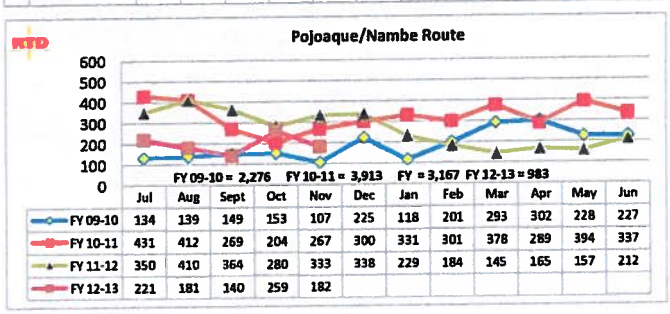
UNM Klauer Route



FY 09-10 = 1,326 FY 10-11 = 3,446 FY 11-12 = 3,197 FY 12-13 = 2,127

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10							66	332	377	299	113	139
FY 10-11	174	319	207	418	327	293	286	369	319	266	243	225
FY 11-12	146	297	383	254	271	245	297	356	223	263	244	218
FY 12-13	211	457	475	583	401							

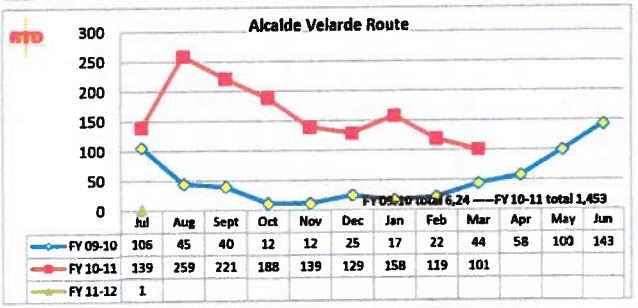
Pojoaque/Nambe Route



FY 09-10 = 2,276 FY 10-11 = 3,913 FY = 3,167 FY 12-13 = 983

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	134	139	149	153	107	225	118	201	293	302	228	227
FY 10-11	431	412	269	204	267	300	331	301	378	289	394	337
FY 11-12	350	410	364	280	333	338	229	184	145	165	157	212
FY 12-13	221	181	140	259	182							

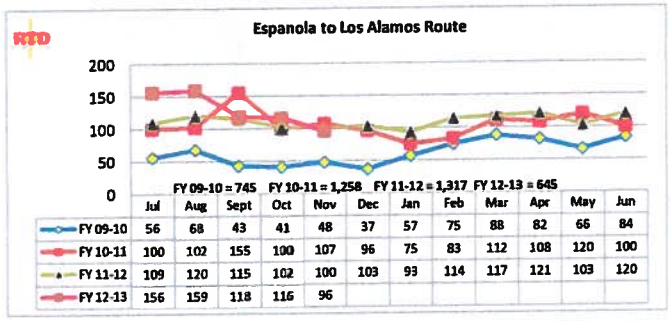
Alcalde Velarde Route



FY 09-10 total 6,24 —— FY 10-11 total 1,453

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	106	45	40	12	12	25	17	22	44	58	100	143
FY 10-11	139	259	221	188	139	129	158	119	101			
FY 11-12	1											

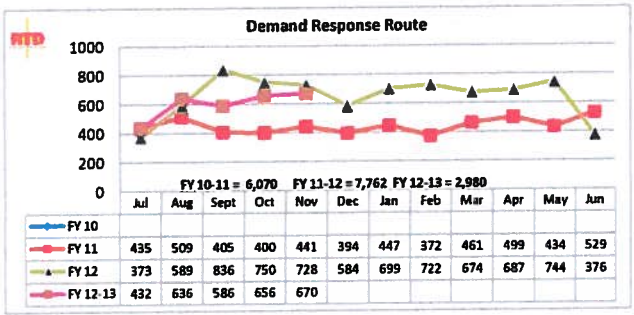
Espanola to Los Alamos Route



FY 09-10 = 745 FY 10-11 = 1,258 FY 11-12 = 1,317 FY 12-13 = 645

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	56	68	43	41	48	37	57	75	88	82	66	84
FY 10-11	100	102	155	100	107	96	75	83	112	108	120	100
FY 11-12	109	120	115	102	100	103	93	114	117	121	103	120
FY 12-13	156	159	118	116	96							

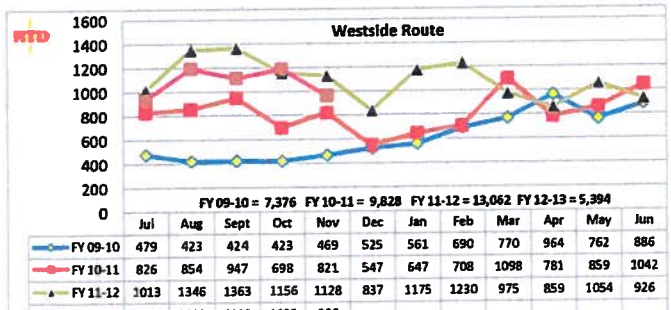
Demand Response Route



FY 10-11 = 6,070 FY 11-12 = 7,762 FY 12-13 = 2,980

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10												
FY 11	435	509	405	400	441	394	447	372	461	499	434	529
FY 12	373	589	836	750	728	584	699	722	674	687	744	376
FY 12-13	432	636	586	656	670							

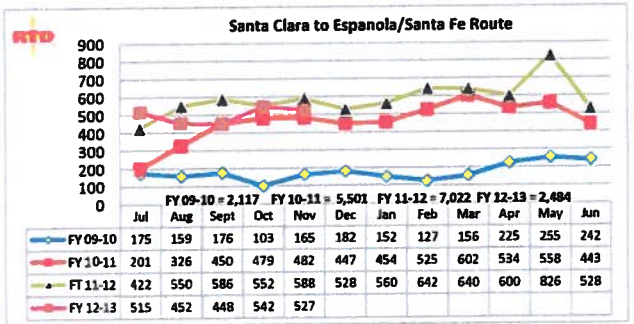
Westside Route



FY 09-10 = 7,376 FY 10-11 = 9,828 FY 11-12 = 13,062 FY 12-13 = 5,394

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	479	423	424	423	469	525	561	690	770	964	762	886
FY 10-11	826	854	947	698	821	547	647	708	1098	781	859	1042
FY 11-12	1013	1346	1363	1156	1128	837	1175	1230	975	859	1054	926
FY 12-13	936	1193	1113	1186	966							

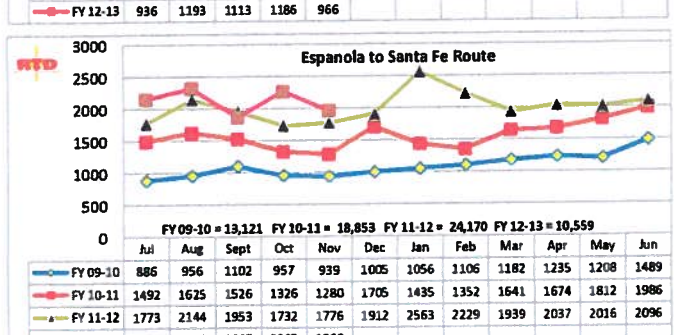
Santa Clara to Espanola/Santa Fe Route



FY 09-10 = 2,117 FY 10-11 = 5,501 FY 11-12 = 7,022 FY 12-13 = 2,484

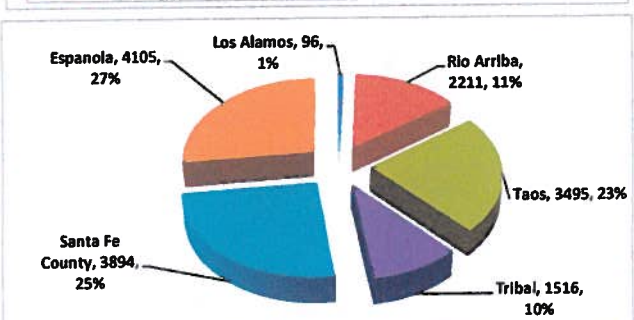
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	175	159	176	103	165	182	152	127	156	225	255	242
FY 10-11	201	326	450	479	482	447	454	525	602	534	558	443
FT 11-12	422	550	586	552	588	528	560	642	640	600	826	528
FY 12-13	515	452	448	542	527							

Espanola to Santa Fe Route



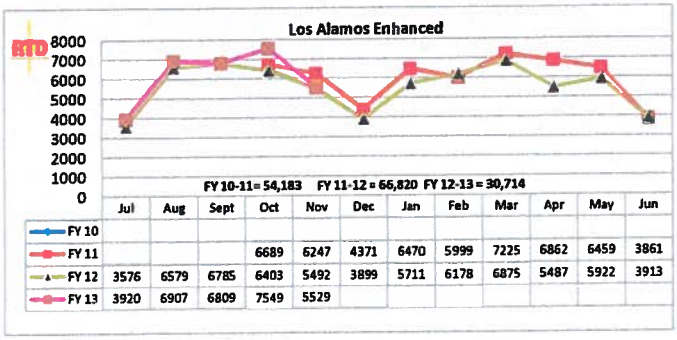
FY 09-10 = 13,121 FY 10-11 = 18,853 FY 11-12 = 24,170 FY 12-13 = 10,559

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	886	956	1102	957	939	1005	1056	1106	1182	1235	1208	1489
FY 10-11	1492	1625	1526	1326	1280	1705	1435	1352	1641	1674	1812	1986
FY 11-12	1773	2144	1953	1732	1776	1912	2563	2229	1939	2037	2016	2096
FY 12-13	2151	2316	1867	2265	1960							



NCRTD Funded Routes - Member Operated

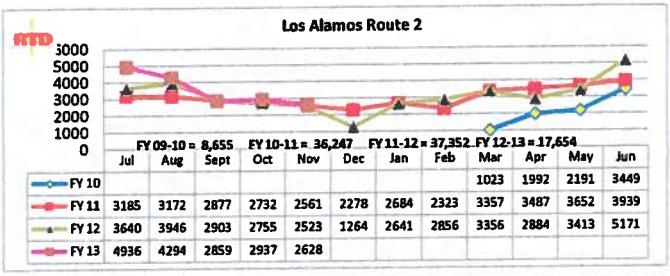
Los Alamos Enhanced



FY 10-11= 54,183 FY 11-12 = 66,820 FY 12-13 = 30,714

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10												
FY 11				6689	6247	4371	6470	5999	7225	6862	6459	3861
FY 12	3576	6579	6785	6403	5492	3899	5711	6178	6875	5487	5922	3913
FY 13	3920	6907	6809	7549	5529							

Los Alamos Route 2

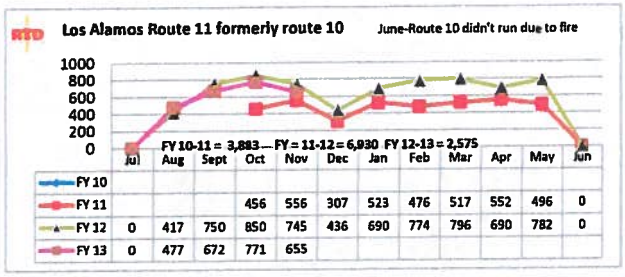


FY 09-10 = 8,655 FY 10-11 = 36,247 FY 11-12 = 37,352 FY 12-13 = 17,654

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10									1023	1992	2191	3449
FY 11	3185	3172	2877	2732	2561	2278	2684	2323	3357	3487	3652	3939
FY 12	3640	3946	2903	2755	2523	1264	2641	2856	3356	2884	3413	5171
FY 13	4936	4294	2859	2937	2628							

Los Alamos Route 11 formerly route 10

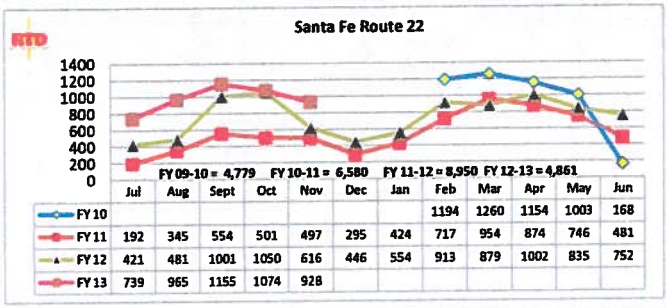
June-Route 10 didn't run due to fire



FY 10-11 = 3,883 FY = 11-12 = 6,930 FY 12-13 = 2,575

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10												
FY 11				456	556	307	523	476	517	552	496	0
FY 12	0	417	750	850	745	436	690	774	796	690	782	0
FY 13	0	477	672	771	655							

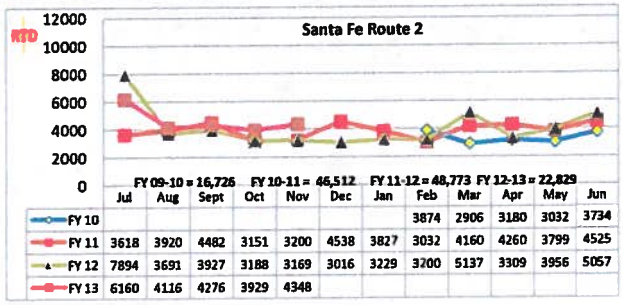
Santa Fe Route 22



FY 09-10 = 4,779 FY 10-11 = 6,580 FY 11-12 = 8,950 FY 12-13 = 4,861

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10								1194	1260	1154	1003	168
FY 11	192	345	554	501	497	295	424	717	954	874	746	481
FY 12	421	481	1001	1050	616	446	554	913	879	1002	835	752
FY 13	739	965	1155	1074	928							

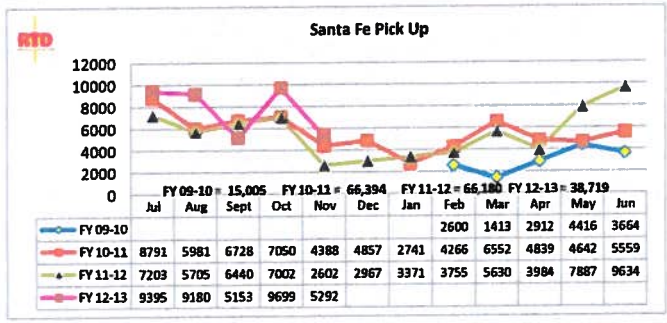
Santa Fe Route 2



FY 09-10 = 16,726 FY 10-11 = 46,512 FY 11-12 = 48,773 FY 12-13 = 22,829

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10								3874	2906	3180	3032	3734
FY 11	3618	3920	4482	3151	3200	4538	3827	3032	4160	4260	3799	4525
FY 12	7894	3691	3927	3188	3169	3016	3229	3200	5137	3309	3956	5057
FY 13	6160	4116	4276	3929	4348							

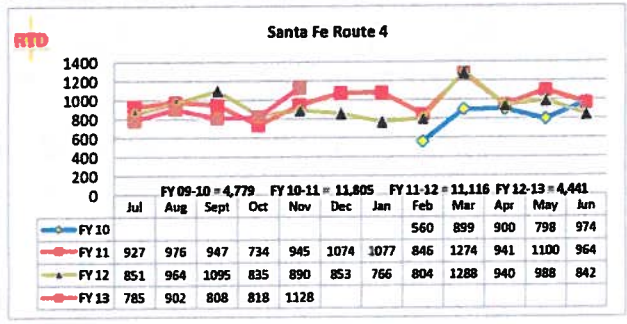
Santa Fe Pick Up



FY 09-10 = 15,005 FY 10-11 = 66,394 FY 11-12 = 66,180 FY 12-13 = 38,719

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10								2600	1413	2912	4416	3664
FY 10-11	8791	5981	6728	7050	4388	4857	2741	4266	6552	4839	4642	5559
FY 11-12	7203	5705	6440	7002	2602	2967	3371	3755	5630	3984	7887	9634
FY 12-13	9395	9180	5153	9699	5292							

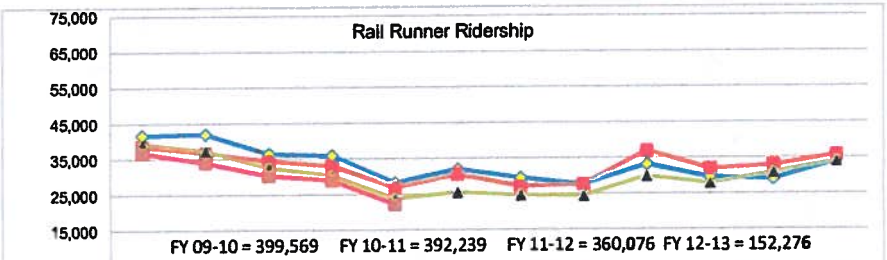
Santa Fe Route 4



FY 09-10 = 4,779 FY 10-11 = 11,805 FY 11-12 = 11,116 FY 12-13 = 4,441

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10								560	899	900	798	974
FY 11	927	976	947	734	945	1074	1077	846	1274	941	1100	964
FY 12	851	964	1095	835	890	853	766	804	1288	940	988	842
FY 13	785	902	808	818	1128							

Rail Runner Ridership



FY 09-10 = 399,569 FY 10-11 = 392,239 FY 11-12 = 360,076 FY 12-13 = 152,276

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY 10	41,677	42,080	36,505	35,987	28,279	32,047	29,579	27,664	33,194	29,518	28,996	34,063
FY 11	38,531	36,703	34,401	32,975	26,868	30,572	27,141	27,667	37,001	31,874	32,804	35,702
FY 12	39,322	37,307	32,420	30,251	23,730	25,517	24,593	24,466	29,909	27,813	30,816	33,932
FY 13	36,767	33,994	30,270	29,048	22,197							